

## **ATTACHMENT A**

**REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED  
UNDER SEAL**

**REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL**

1 Christopher S. Marchese (SBN 170239)  
marchese@fr.com  
2 [Tyler R. Train \(SBN 318998\)](#)  
[train@fr.com](#)  
3 FISH & RICHARDSON P.C.  
4 633 West Fifth Street, 26th Floor  
Los Angeles, CA 90071  
5 Tel: (213) 533-4240 / Fax: (858) 678-5099

6 Adam R. Shartzer (admitted *pro hac vice*)  
shartzer@fr.com  
7 Ruffin B. Cordell (admitted *pro hac vice*)  
cordell@fr.com  
8 Richard A. Sterba (admitted *pro hac vice*)  
sterba@fr.com  
9 Ralph A. Phillips (admitted *pro hac vice*)  
rphillips@fr.com  
10 Michael J. Ballanco (admitted *pro hac vice*)  
ballanco@fr.com  
11 Taylor C. Burgener (SBN 348769)  
burgener@fr.com  
12 FISH & RICHARDSON P.C.  
13 1000 Maine Ave., SW, Suite 1000  
Washington, DC 20024  
14 Tel: (202) 783-5070 / Fax: (202) 783-2331

16 *Additional Counsel Listed on Signature Page*

17 Attorneys for [Defendant](#)  
[Dish Network California Service](#)  
[Corp. Defendants and Counter-Claimants](#)

19  
20 IN THE UNITED STATES DISTRICT COURT  
21 CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION  
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**REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL**

1 ENTROPIC COMMUNICATIONS,  
2 LLC,

3 Plaintiff,

4 v.  
5 DISH NETWORK CORPORATION;  
6 DISH NETWORK L.L.C.; DISH  
7 NETWORK SERVICE L.L.C.; AND  
8 DISH NETWORK CALIFORNIA  
9 SERVICE CORPORATION,

10 Defendants.

11  
12  
13  
14 DISH NETWORK CORPORATION;  
15 DISH NETWORK L.L.C.; DISH  
16 NETWORK SERVICE L.L.C.; DISH  
17 NETWORK CALIFORNIA SERVICE  
18 CORPORATION; AND DISH  
19 TECHNOLOGIES, L.L.C.

20 v.  
21 Counter-  
22 ClaimantClaimants,

23 ENTROPIC COMMUNICATIONS,  
24 LLC; MAXLINEAR, INC.; AND  
25 MAXLINEAR COMMUNICATIONS  
26 LLC,

27 Counter-Defendants.

28 Case No. 2:23-cv-1043-JWH-KES

**DEFENDANTS DISH NETWORK**  
**CORPORATION; DISH NETWORK**  
**L.L.C; AND DISH NETWORK**  
**SERVICE L.L.C.'S ANSWER,**  
**AFFIRMATIVE DEFENSES AND**  
**COUNTERCLAIMS TO**  
**PLAINTIFF'S COMPLAINT**

**DEFENDANT DISH NETWORK**  
**CALIFORNIA SERVICE CORP.'S**  
**FIRST AMENDED ANSWER,**  
**AFFIRMATIVE DEFENSES AND**  
**COUNTERCLAIMS TO**  
**PLAINTIFF'S COMPLAINT**

**JURY TRIAL DEMANDED**

District Judge: Hon. John W. Holcomb  
Magistrate Judge: Hon. Karen E. Scott

Complaint Filed: 2/10/2023

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1       Defendant Dish Network California Service Corp. (“Defendant” or “Dish  
2 California”) byBy and through its attorneys, Defendants DISH Network Corporation;  
3 DISH Network L.L.C.; and Dish Network Service L.L.C. (collectively “DISH  
4 Colorado”) files itstheir Answer, Affirmative and Additional Defenses, and  
5 Counterclaims to Plaintiff Entropic Communications, LLC’s (“Plaintiff” and  
6 “Entropic”) Complaint for Patent Infringement; Defendant Dish Network California  
7 Service Corp. (“Dish California”) files its First Amended Answer, Affirmative and  
8 Additional Defenses, and First Amended Counterclaims to Plaintiff Entropic  
9 Communications, LLC’s (“Plaintiff” and “Entropic”) Complaint for Patent  
10 Infringement; and Counter-Claimant DISH Technologies L.L.C. (“DISH  
11 Technologies”) files counterclaims against Plaintiff and Counterclaim-Defendants  
12 MaxLinear, Inc. and MaxLinear Communications LLC.<sup>1</sup>

13       **ANSWER**

14       DISH Colorado and Dish California responds(collectively, “DISH” or  
15 “Defendants”) respond to the allegations contained in the numbered paragraphs of  
16 Entropic’s Complaint below. Dish CaliforniaDISH denies all allegations and  
17 characterizations in Entropic’s Complaint unless expressly admitted in the following  
18 paragraphs.

19       1.       Dish CaliforniaDISH lacks knowledge or information sufficient to form  
20 a belief as to the truth of the allegations in Paragraph 1 of the Complaint, and therefore  
21 denies them.

22  
23  
24  
25       1       This combined filing represents the first answer, affirmative defenses, and  
26 counterclaims filed by DISH Network Corporation; DISH Network L.L.C.; and  
27 Dish Network Service L.L.C.; and the first amended answer, affirmative defenses,  
28 and counterclaims filed by Dish Network California Service Corporation. For  
convenience, each of these defendants provides its answer, affirmative defenses, and  
counterclaims in this single filing.

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1       2.    Dish CaliforniaDISH lacks knowledge or information sufficient to form  
2 a belief as to the truth of the allegations in Paragraph 2 of the Complaint, and therefore  
3 denies them.

4       3.    Dish CaliforniaDISH lacks knowledge or information sufficient to form  
5 a belief as to the truth of the allegations in Paragraph 3 of the Complaint, and therefore  
6 denies them.

7       4.    Dish CaliforniaDISH denies that it takes advantage of MoCA without  
8 paying appropriate licensing fees for the technology. Dish CaliforniaDISH lacks  
9 knowledge or information sufficient to form a belief as to the truth of the remainder  
10 of the allegations in Paragraph 4 of the Complaint, and therefore denies them.

11      5.    The allegations of paragraph 5 contain legal conclusions to which no  
12 response is required. If a response is required, Dish CaliforniaDISH admits that  
13 Entropic purports to assert patent infringement claims against Dish CaliforniaDISH  
14 involving U.S. Patent Nos. 7,295,518 (the “518 Patent”), 7,594,249 (the “249  
15 Patent”); U.S. Patent Nos. 7,889,759 (the “759 Patent”), 8,085,802 (the “802  
16 Patent”); U.S. Patent Nos. 9,838,213 (the “213 Patent”), 10,432,422 (the “422  
17 Patent”); U.S. Patent Nos. 8,631,450 (the “450 Patent”), 8,621,539 (the “539  
18 Patent”); U.S. Patent No. 8,320,566 (the “0,566 Patent”); U.S. Patent No.  
19 10,257,566 (the “7,566 Patent”); U.S. Patent No. 8,228,910 (the “910 Patent”); U.S.  
20 Patent No. 8,363,681 (the “681 Patent”) (collectively all of the patents are referred  
21 to herein as the “Patents-in-Suit” or “Asserted Patents”). Dish CaliforniaDISH lacks  
22 knowledge or information sufficient to form a belief as to the truth of the allegations  
23 regarding whether the patents incorporate various elements of technology set forth in  
24 the specifications of the Multimedia over Coax Alliance standards (which Entropic  
25 refers to as the “MoCA standards”), and therefore denies them.<sup>2</sup> Dish CaliforniaDISH  
26 denies all remaining allegations of paragraph 5.

27      2 Each version of the MoCA standards is referred to herein as “MoCA 1.0,”  
28 “MoCA 1.1,” and/or “MoCA 2.0.”

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## **PARTIES**

6. **Dish CaliforniaDISH** lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 6, and therefore denies them.

7. **Dish CaliforniaDISH** lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 7, and therefore denies them.

8. ~~Dish California lacks knowledge or information sufficient to form a belief as to the truth of DISH admits~~ the allegations in of paragraph 8, ~~and therefore denies them.~~

9. ~~Dish California lacks knowledge or information sufficient to form a belief as to the truth of DISH admits the allegations in of paragraph 9, and therefore denies them.~~

10. ~~Dish California lacks knowledge or information sufficient to form a belief as to the truth of DISH admits the allegations inof paragraph 10, and therefore denies them.~~

11. ~~Dish California lacks knowledge or information sufficient to form a belief as to the truth of DISH admits the allegations inof paragraph 11, and therefore denies them.~~

12. ~~Dish California lacks knowledge or information sufficient to form a belief as to the truth of~~ DISH admits the allegations in of paragraph 12, and therefore denies them

13. ~~Dish California~~ DISH admits the allegations of paragraph 13.

14. ~~Dish California~~ DISH admits the allegations of paragraph 14.

15. Dish California admits that for Dish California, jurisdiction and venue is proper in this District. ~~For the remaining parties and allegations in paragraph 15, Dish California lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 15 and therefore denies them~~ DISH Colorado denies that for DISH Colorado, jurisdiction and venue is proper in this District.

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## **PRESUIT DISCUSSIONS**

16. ~~Dish California lacks knowledge or information sufficient to form a belief as~~ DISH admits that Entropic sent communications dated March 9, 2022; December 23, 2022; and January 2, 2023. ~~As~~ to the truth of the ~~remaining~~ allegations in and characterizations of paragraph 16, ~~and therefore~~ DISH denies them.

# ENTROPIC'S LEGACY AS AN INNOVATOR

17. Dish CaliforniaDISH denies that Entropic Communications, Inc. is the predecessor-in-interest to Entropic. Dish CaliforniaDISH lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 17, and therefore denies them.

18. Dish CaliforniaDISH lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 18, and therefore denies them.

19. **Dish CaliforniaDISH** lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 19, and therefore denies them.

20. Dish CaliforniaDISH denies that Entropic Inc. pioneered innovative networking technologies. Dish CaliforniaDISH lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 20, and therefore denies them.

21. Dish California**DISH** lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 21, and therefore denies them.

22. **Dish CaliforniaDISH** lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 22, and therefore denies them.

## **MOCA® AND THE MOCA® STANDARDS**

23. **Dish CaliforniaDISH** lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 23, and therefore denies them.

24. **Dish CaliforniaDISH** lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 24, and therefore denies them.

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1        25.    Dish CaliforniaDISH lacks knowledge or information sufficient to form  
2 a belief as to the truth of the allegations in paragraph 25, and therefore denies them.

3        26.    Dish CaliforniaDISH lacks knowledge or information sufficient to form  
4 a belief as to the truth of the allegations in paragraph 26, and therefore denies them.

5        27.    Dish CaliforniaDISH lacks knowledge or information sufficient to form  
6 a belief as to the truth of the allegations in paragraph 27, and therefore denies them.

7        28.    Dish CaliforniaDISH lacks knowledge or information sufficient to form  
8 a belief as to the truth of the allegations in paragraph 28, and therefore denies them.

9        29.    Dish CaliforniaDISH lacks knowledge or information sufficient to form  
10 a belief as to the truth of the allegations in paragraph 29, and therefore denies them.

11        30.    Dish CaliforniaDISH lacks knowledge or information sufficient to form  
12 a belief as to the truth of the allegations in paragraph 30, and therefore denies them.

13        31.    Dish CaliforniaDISH lacks knowledge or information sufficient to form  
14 a belief as to the truth of the allegations in paragraph 31, and therefore denies them.

15        32.    Dish CaliforniaDISH lacks knowledge or information sufficient to form  
16 a belief as to the truth of the allegations in paragraph 32, and therefore denies them.

17        33.    Dish CaliforniaDISH lacks knowledge or information sufficient to form  
18 a belief as to the truth of the allegations in paragraph 33, and therefore denies them.

19        34.    Dish CaliforniaDISH lacks knowledge or information sufficient to form  
20 a belief as to the truth of the allegations in paragraph 34, and therefore denies them.

21        35.    Dish CaliforniaDISH lacks knowledge or information sufficient to form  
22 a belief as to the truth of the allegations in paragraph 35, and therefore denies them.

23        36.    Dish CaliforniaDISH lacks knowledge or information sufficient to form  
24 a belief as to the truth of the allegations in paragraph 36, and therefore denies them.

25        37.    Dish CaliforniaDISH lacks knowledge or information sufficient to form  
26 a belief as to the truth of the allegations in paragraph 37, and therefore denies them.

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1                   **THE ACCUSED MOCA INSTRUMENTALITIES AND**  
2                   **ACCUSED SERVICES**

3       38.        Dish CaliforniaDISH lacks knowledge or information sufficient to form  
4 a belief as to the truth of the allegations in paragraph 38, and therefore denies them.

5       39.        Dish CaliforniaDISH lacks knowledge or information sufficient to form  
6 a belief as to the truth of the allegations in paragraph 39, and therefore denies them.

7       40.        Dish CaliforniaDISH lacks knowledge or information sufficient to form  
8 a belief as to the truth of the allegations in paragraph 40, and therefore denies them.

9       41.        Dish CaliforniaDISH lacks knowledge or information sufficient to form  
10 a belief as to the truth of the allegations in paragraph 41, and therefore denies them.

11       42.        Dish CaliforniaDISH lacks knowledge or information sufficient to form  
12 a belief as to the truth of the allegations in paragraph 42, and therefore denies them.

13       43.        Dish CaliforniaDISH lacks knowledge or information sufficient to form  
14 a belief as to the truth of the allegations in paragraph 43, and therefore denies them.

15       44.        Dish CaliforniaDISH lacks knowledge or information sufficient to form  
16 a belief as to the truth of the allegations in paragraph 44, and therefore denies them.

17       45.        Dish CaliforniaDISH lacks knowledge or information sufficient to form  
18 a belief as to the truth of the allegations in paragraph 45, and therefore denies them.

19       46.        Dish CaliforniaDISH lacks knowledge or information sufficient to form  
20 a belief as to the truth of the allegations in paragraph 46, and therefore denies them.

21       47.        Dish CaliforniaDISH lacks knowledge or information sufficient to form  
22 a belief as to the truth of the allegations in paragraph 47, and therefore denies them.

23       48.        Dish CaliforniaDISH states that the cited video speaks for itself. Dish  
24 CaliforniaDISH lacks knowledge or information sufficient to form a belief as to the  
25 truth of the remaining allegations in paragraph 48, and therefore denies them.

26       49.        Dish CaliforniaDISH lacks knowledge or information sufficient to form  
27 a belief as to the truth of the allegations in paragraph 49, and therefore denies them.

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1       50.       Dish CaliforniaDISH lacks knowledge or information sufficient to form  
2 a belief as to the truth of the allegations in paragraph 50, and therefore denies them.

3       51.       Dish CaliforniaDISH lacks knowledge or information sufficient to form  
4 a belief as to the truth of the allegations in paragraph 51, and therefore denies them.

5       52.       Denied as to Dish California. Dish California lacks knowledge or  
6 information sufficient to form a belief as to the truth of the remaining allegations in  
7 paragraph 52, and therefore denies them.

8       53.       Denied as to Dish California. Dish California lacks knowledge or  
9 information sufficient to form a belief as to the truth of the remaining allegations in  
10 paragraph 53, and therefore denies them.

11       54.       Denied as to Dish California. Dish California lacks knowledge or  
12 information sufficient to form a belief as to the truth of the remaining allegations in  
13 paragraph 54, and therefore denies them.

14       52.       Denied as to Dish California. Dish California lacks knowledge orDenied.

15       55.53.       DISH admits that one of its subsidiaries was on the Board of the MoCA  
16 Alliance from 2017 to 2019. DISH lacks knowledge of information sufficient to form  
17 a belief as to the truth of the remaining allegations inof paragraph 5553, and therefore  
18 denies them.

19       56.       Dish California lacks knowledge or information sufficient to form a  
20 belief as to the truth of the allegations in paragraph 56, and therefore denies them.

21       57.       Denied as to Dish California. Dish California lacks knowledge or  
22 information sufficient to form a belief as to the truth of the remaining allegations in  
23 paragraph 57, and therefore denies them.

24       54.       Denied.

25       55.       Denied.

26       56.       Denied.

27       57.       Denied.

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**JURISDICTION AND VENUE**

58. Dish CaliforniaDISH admits that this Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a). Dish CaliforniaDISH denies all remaining allegations contained in paragraph 58.

59. Dish California admits that it will not contest that venue is proper in this court for purposes of this action, and admits it has transacted business in this District. Dish CaliforniaDISH Colorado denies that venue is proper in this District, and denies that it has transacted business in this District. DISH denies that it has committed any act of patent infringement allegedly described in the Complaint. Dish California and otherwise denies all remaining allegations contained in paragraph 59.

60. Dish California lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 60, and therefore denies them.

61. Dish California lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 61, and therefore denies them.

60. Dish CaliforniaDISH admits that *Entropic Comm's LLC v. DISH Network Corp.*, Case No. 2:22-cv-07959-JWH-(JEMx) was transferred to this Court from the Eastern District of Texas (*Entropic Comm's, LLC v. DISH Network Corp., DISH Network LLC, DISH Network Service LLC*, Case No. 2:22-cv-00076 JRG on October 24, 2022. DISH denies the remaining allegations in paragraph 60.

61. Paragraph 61 characterizes an order issued by the Eastern District of Texas and contains legal conclusions to which no response is required. If a response is required, DISH states that the order issued by the Eastern District of Texas speaks for itself. DISH otherwise denies the allegations and characterizations of paragraph 61.

62. DISH admits that it will not contest, for the purposes of this action, that Dish CaliforniaDISH is subject to personal jurisdiction in this Court. Dish CaliforniaDISH denies all remaining allegations contained in paragraph 62.

63. Dish CaliforniaDenied.

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1       63.64. DISH admits that it maintains a website that allows consumers to interact  
2 with services it provides. DISH otherwise denies the allegations and characterizations  
3 of paragraph 6364.

4       64.65. Dish California lacks knowledge or information sufficient to form a  
5 belief asDISH admits that it provides television and other services to customers in the  
6 truth ofUnited States. DISH otherwise denies the allegations inand characterizations  
7 of paragraph 64, and therefore denies them.

8       65. Dish California lacks knowledge or information sufficient to form a  
9 belief as to the truth of the allegations inparagraph 65, and therefore denies them.

10       66. Dish California admits that it provides certain services to customers in  
11 this District. As to the remaining allegations in paragraph 66, Dish California lacks  
12 knowledge or information sufficient to form a belief as to the truth of the allegations,  
13 and therefore denies them. DISH Colorado denies the allegations of paragraph 66.

14       67. Dish California admits it has facilities at 3226 W. 131st St., Hawthorne,  
15 California, 90250; 4223 Fairgrounds Street, Riverside, California 92501; and 2602  
16 South Halladay Street, Santa Ana, California. Dish California denies that any  
17 activities at these facilities are relevant to the issues in dispute in this case. Dish  
18 California denies it has a facility at 1500 Potrero Avenue, South El Monte, California,  
19 91733. As toDish California andDISH Colorado otherwise deny the remaining  
20 allegations inand characterizations of paragraph 67.Dish California lacks knowledge  
21 or information sufficient to form a belief as to the truth of the allegations, and  
22 therefore denies them.

23       68. Dish CaliforniaDISH lacks knowledge or information sufficient to form  
24 a belief as to the truth of the allegations in paragraph 68, and therefore denies them.

25       69. Dish California lacks knowledge or information sufficient to formDISH  
26 admits that it maintains a belief as towebsite, and states that the truth ofwebsite speaks  
27 for itself. DISH otherwise denies the allegations inand characterizations of paragraph  
28 69, and therefore denies them.

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1       70.     Dish California denies the allegations of paragraph 70.

2       70.     Denied.

3       71.     Dish California admits it conducts business in this District. DISH  
4 Colorado denies that it conducts business in this District. To the extent paragraph 71  
5 contains additional allegations, Dish CaliforniaDISH denies them.

6       **COUNT I**

7       **([Alleged] Infringement of the '518 Patent)**

8       72.     Dish CaliforniaDISH incorporates by reference its responses to  
9 paragraphs 1 through 71 of the Complaint as though fully restated herein.

10      73.     Dish CaliforniaDISH admits that the cover of the '518 Patent reflects an  
11 issue date of November 13, 2007, an application date of December 18, 2002, an  
12 application filed August 29, 2002, and, *inter alia*, a provisional application filed  
13 August 30, 2001. Dish CaliforniaDISH denies any remaining allegations of  
14 paragraph 73.

15      74.     To the extent paragraph 74 of the Complaint implicates legal  
16 conclusions, no response is required. To the extent that a response is required, Dish  
17 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
18 74 of the Complaint.

19      75.     Paragraph 75 characterizes the subject matter of the '518 Patent and  
20 contains legal conclusions to which no response is required. If a response is required,  
21 Dish CaliforniaDISH states that the '518 Patent speaks for itself. Dish  
22 CaliforniaDISH denies all allegations that Dish CaliforniaDISH implements the  
23 features of the '518 Patent. Dish CaliforniaDISH denies any remaining allegations  
24 and characterizations of paragraph 75.

25      76.     To the extent paragraph 76 of the Complaint implicates legal  
26 conclusions, no response is required. To the extent that a response is required, Dish  
27 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
28 76 of the Complaint.

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1       77. To the extent paragraph 77 of the Complaint implicates legal  
2 conclusions, no response is required. To the extent that a response is required, Dish  
3 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
4 77 of the Complaint.

5       78. To the extent paragraph 78 of the Complaint implicates legal  
6 conclusions, no response is required. To the extent that a response is required, Dish  
7 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
8 78 of the Complaint.

9       79. Dish CaliforniaDISH denies the allegations of paragraph 79.

10      80. To the extent paragraph 80 of the Complaint implicates legal  
11 conclusions, no response is required. To the extent that a response is required, Dish  
12 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
13 80 of the Complaint.

14      81. To the extent paragraph 81 of the Complaint implicates legal  
15 conclusions, no response is required. To the extent that a response is required, Dish  
16 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
17 81 of the Complaint.

18      82. To the extent paragraph 82 of the Complaint implicates legal  
19 conclusions, no response is required. To the extent that a response is required, Dish  
20 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
21 82 of the Complaint.

22      83. Dish CaliforniaDISH denies the allegations of paragraph 83.

23      84. Dish CaliforniaDISH lacks knowledge or information sufficient to form  
24 a belief as to the truth of the allegations in paragraph 84, and therefore denies them.

25      85. To the extent paragraph 85 of the Complaint implicates legal  
26 conclusions, no response is required. To the extent that a response is required, Dish  
27 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
28 85 of the Complaint.

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1       86. To the extent paragraph 86 of the Complaint implicates legal  
2 conclusions, no response is required. To the extent that a response is required, Dish  
3 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
4 86 of the Complaint.

5       87. To the extent paragraph 87 of the Complaint implicates legal  
6 conclusions, no response is required. To the extent that a response is required, Dish  
7 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
8 87 of the Complaint.

9       88. Dish CaliforniaDISH admits that “7295518” appears in Exhibit A to a  
10 March 9, 2022 communication from Entropic. To the extent paragraph 88 of the  
11 Complaint implicates legal conclusions, no response is required. To the extent that a  
12 response is required, Dish CaliforniaDISH denies the allegations and  
13 characterizations contained in paragraph 88 of the Complaint.

14       89. To the extent paragraph 89 of the Complaint implicates legal  
15 conclusions, no response is required. To the extent that a response is required, Dish  
16 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
17 89 of the Complaint.

18       90. To the extent paragraph 90 of the Complaint implicates legal  
19 conclusions, no response is required. To the extent that a response is required, Dish  
20 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
21 90 of the Complaint.

22       91. Denied as to Dish California. Dish CaliforniaDISH lacks knowledge or  
23 information sufficient to form a belief as to the truth of the remaining allegations in  
24 paragraph 91, and therefore denies them.

25       92. To the extent paragraph 92 of the Complaint implicates legal  
26 conclusions, no response is required. To the extent that a response is required, Dish  
27 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
28 92 of the Complaint.

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1       93.     Dish CaliforniaDISH lacks knowledge or information sufficient to form  
2 a belief as to the truth of the allegations in paragraph 93, and therefore denies them.

3       94.     To the extent paragraph 94 of the Complaint implicates legal  
4 conclusions, no response is required. To the extent that a response is required, Dish  
5 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
6 94 of the Complaint.

7       95.     To the extent paragraph 95 of the Complaint implicates legal  
8 conclusions, no response is required. To the extent that a response is required, Dish  
9 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
10 95 of the Complaint.

11       96.     To the extent paragraph 96 of the Complaint implicates legal  
12 conclusions, no response is required. To the extent that a response is required, Dish  
13 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
14 96 of the Complaint.

15       97.     To the extent paragraph 97 of the Complaint implicates legal  
16 conclusions, no response is required. To the extent that a response is required, Dish  
17 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
18 97 of the Complaint.

19       98.     To the extent paragraph 98 of the Complaint implicates legal  
20 conclusions, no response is required. To the extent that a response is required, Dish  
21 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
22 98 of the Complaint.

23       99.     To the extent paragraph 99 of the Complaint implicates legal  
24 conclusions, no response is required. To the extent that a response is required, Dish  
25 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
26 99 of the Complaint.

27       100.    To the extent paragraph 100 of the Complaint implicates legal  
28 conclusions, no response is required. To the extent that a response is required, Dish

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CaliforniaDISH denies the allegations and characterizations contained in paragraph 100 of the Complaint.

101. To the extent paragraph 101 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 101 of the Complaint.

102. To the extent paragraph 102 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 102 of the Complaint.

103. To the extent paragraph 103 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 103 of the Complaint.

104. To the extent paragraph 104 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 104 of the Complaint.

105. Paragraph 105 of the Complaint characterizes Entropic's belief and thus no response is required. To the extent paragraph 105 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 105 of the Complaint.

## COUNT II

## ([Alleged] Infringement of the '249 Patent)

106. Dish CaliforniaDISH incorporates by reference its responses to paragraphs 1 through 105 of the Complaint as though fully restated herein.

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107. Dish CaliforniaDISH admits that the cover of the '249 Patent reflects an issue date of September 22, 2009, an application date of July 21, 2001, and a provisional application date of May 4, 2001. Dish CaliforniaDISH denies any remaining allegations of paragraph 107.

108. To the extent paragraph 108 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 108 of the Complaint.

109. Paragraph 109 characterizes the subject matter of the '249 Patent and contains legal conclusions to which no response is required. If a response is required, Dish CaliforniaDISH states that the '249 Patent speaks for itself. Dish CaliforniaDISH denies all allegations that Dish CaliforniaDISH implements the features of the '249 Patent. Dish CaliforniaDISH denies any remaining allegations and characterizations of paragraph 109.

110. To the extent paragraph 110 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 110 of the Complaint.

111. To the extent paragraph 111 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 111 of the Complaint.

112. To the extent paragraph 112 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 112 of the Complaint.

113. Dish California**DISH** denies the allegations of paragraph 113.

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114. To the extent paragraph 114 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 114 of the Complaint.

115. To the extent paragraph 115 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 115 of the Complaint.

116. To the extent paragraph 116 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 116 of the Complaint.

117. ~~Dish California~~DISH denies the allegations of paragraph 117.

118. Dish CaliforniaDISH lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 118, and therefore denies them.

119. To the extent paragraph 119 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 119 of the Complaint.

120. To the extent paragraph 120 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 120 of the Complaint.

121. To the extent paragraph 121 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 121 of the Complaint.

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1       122. Dish CaliforniaDISH admits that “7594249” appears in Exhibit A to a  
2 March 9, 2022 communication from Entropic. To the extent paragraph 122 of the  
3 Complaint implicates legal conclusions, no response is required. To the extent that a  
4 response is required, Dish CaliforniaDISH denies the allegations and  
5 characterizations contained in paragraph 122 of the Complaint.

6       123. To the extent paragraph 123 of the Complaint implicates legal  
7 conclusions, no response is required. To the extent that a response is required, Dish  
8 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
9 123 of the Complaint.

10      124. To the extent paragraph 124 of the Complaint implicates legal  
11 conclusions, no response is required. To the extent that a response is required, Dish  
12 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
13 124 of the Complaint.

14      125. Denied as to Dish California. Dish CaliforniaDISH lacks knowledge or  
15 information sufficient to form a belief as to the truth of the remaining allegations in  
16 paragraph 125, and therefore denies them.

17      126. To the extent paragraph 126 of the Complaint implicates legal  
18 conclusions, no response is required. To the extent that a response is required, Dish  
19 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
20 126 of the Complaint.

21      127. Dish CaliforniaDISH lacks knowledge or information sufficient to form  
22 a belief as to the truth of the allegations in paragraph 127, and therefore denies them.

23      128. To the extent paragraph 128 of the Complaint implicates legal  
24 conclusions, no response is required. To the extent that a response is required, Dish  
25 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
26 128 of the Complaint.

27      129. To the extent paragraph 129 of the Complaint implicates legal  
28 conclusions, no response is required. To the extent that a response is required, Dish

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1     CaliforniaDISH denies the allegations and characterizations contained in paragraph  
2     129 of the Complaint.

3     130. To the extent paragraph 130 of the Complaint implicates legal  
4     conclusions, no response is required. To the extent that a response is required, Dish  
5     CaliforniaDISH denies the allegations and characterizations contained in paragraph  
6     130 of the Complaint.

7     131. To the extent paragraph 131 of the Complaint implicates legal  
8     conclusions, no response is required. To the extent that a response is required, Dish  
9     CaliforniaDISH denies the allegations and characterizations contained in paragraph  
10    131 of the Complaint.

11    132. To the extent paragraph 132 of the Complaint implicates legal  
12    conclusions, no response is required. To the extent that a response is required, Dish  
13    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
14    132 of the Complaint.

15    133. To the extent paragraph 133 of the Complaint implicates legal  
16    conclusions, no response is required. To the extent that a response is required, Dish  
17    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
18    133 of the Complaint.

19    134. To the extent paragraph 134 of the Complaint implicates legal  
20    conclusions, no response is required. To the extent that a response is required, Dish  
21    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
22    134 of the Complaint.

23    135. To the extent paragraph 135 of the Complaint implicates legal  
24    conclusions, no response is required. To the extent that a response is required, Dish  
25    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
26    135 of the Complaint.

27    136. To the extent paragraph 136 of the Complaint implicates legal  
28    conclusions, no response is required. To the extent that a response is required, Dish

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CaliforniaDISH denies the allegations and characterizations contained in paragraph 136 of the Complaint.

137. To the extent paragraph 137 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 137 of the Complaint.

138. To the extent paragraph 138 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 138 of the Complaint.

139. Paragraph 139 characterizes Entropic's belief and thus no response is required. To the extent paragraph 139 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 139 of the Complaint.

### COUNT III

## **([Alleged] Infringement of the '759 Patent)**

140. Dish CaliforniaDISH incorporates by reference its responses to paragraphs 1 through 139 of the Complaint as though fully restated herein.

141. **Dish CaliforniaDISH** admits that the cover of the '759 Patent reflects an issue date of February 15, 2011, an application date of July 12, 2004, an application filed August 29, 2002, and, *inter alia* a provisional application filed August 30, 2001. **Dish CaliforniaDISH** denies any remaining allegations of paragraph 141.

142. To the extent paragraph 142 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 142 of the Complaint.

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143. Paragraph 143 characterizes the subject matter of the '759 Patent and contains legal conclusions to which no response is required. If a response is required, Dish CaliforniaDISH states that the '759 Patent speaks for itself. Dish CaliforniaDISH denies all allegations that Dish CaliforniaDISH implements the features of the '759 Patent. Dish CaliforniaDISH denies any remaining allegations and characterizations of paragraph 143.

144. To the extent paragraph 144 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 144 of the Complaint.

145. To the extent paragraph 145 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 145 of the Complaint.

146. To the extent paragraph 146 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 146 of the Complaint.

147. ~~Dish California~~ DISH denies the allegations of paragraph 147.

148. To the extent paragraph 148 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 148 of the Complaint.

149. To the extent paragraph 149 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 149 of the Complaint.

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1       150. To the extent paragraph 150 of the Complaint implicates legal  
2 conclusions, no response is required. To the extent that a response is required, Dish  
3 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
4 150 of the Complaint.

5       151. Dish CaliforniaDISH denies the allegations of paragraph 151.

6       152. Dish CaliforniaDISH lacks knowledge or information sufficient to form  
7 a belief as to the truth of the allegations in paragraph 152, and therefore denies them.

8       153. To the extent paragraph 153 of the Complaint implicates legal  
9 conclusions, no response is required. To the extent that a response is required, Dish  
10 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
11 153 of the Complaint.

12       154. To the extent paragraph 154 of the Complaint implicates legal  
13 conclusions, no response is required. To the extent that a response is required, Dish  
14 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
15 154 of the Complaint.

16       155. To the extent paragraph 155 of the Complaint implicates legal  
17 conclusions, no response is required. To the extent that a response is required, Dish  
18 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
19 155 of the Complaint.

20       156. Dish CaliforniaDISH admits that “7889759” appears in Exhibit A to a  
21 March 9, 2022 communication from Entropic. To the extent paragraph 156 of the  
22 Complaint implicates legal conclusions, no response is required. To the extent that a  
23 response is required, Dish CaliforniaDISH denies the allegations and  
24 characterizations contained in paragraph 156 of the Complaint.

25       157. To the extent paragraph 157 of the Complaint implicates legal  
26 conclusions, no response is required. To the extent that a response is required, Dish  
27 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
28 157 of the Complaint.

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158. To the extent paragraph 158 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 158 of the Complaint.

159. Denied as to Dish California. Dish CaliforniaDISH lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 159, and therefore denies them.

160. To the extent paragraph 160 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 160 of the Complaint.

161. Dish CaliforniaDISH lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 161, and therefore denies them.

162. To the extent paragraph 162 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 162 of the Complaint.

163. To the extent paragraph 163 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 163 of the Complaint.

164. To the extent paragraph 164 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 164 of the Complaint.

165. To the extent paragraph 165 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish

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1     CaliforniaDISH denies the allegations and characterizations contained in paragraph  
2     165 of the Complaint.

3     166. To the extent paragraph 166 of the Complaint implicates legal  
4     conclusions, no response is required. To the extent that a response is required, Dish  
5     CaliforniaDISH denies the allegations and characterizations contained in paragraph  
6     166 of the Complaint.

7     167. To the extent paragraph 167 of the Complaint implicates legal  
8     conclusions, no response is required. To the extent that a response is required, Dish  
9     CaliforniaDISH denies the allegations and characterizations contained in paragraph  
10    167 of the Complaint.

11    168. To the extent paragraph 168 of the Complaint implicates legal  
12    conclusions, no response is required. To the extent that a response is required, Dish  
13    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
14    168 of the Complaint.

15    169. To the extent paragraph 169 of the Complaint implicates legal  
16    conclusions, no response is required. To the extent that a response is required, Dish  
17    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
18    169 of the Complaint.

19    170. To the extent paragraph 170 of the Complaint implicates legal  
20    conclusions, no response is required. To the extent that a response is required, Dish  
21    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
22    170 of the Complaint.

23    171. To the extent paragraph 171 of the Complaint implicates legal  
24    conclusions, no response is required. To the extent that a response is required, Dish  
25    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
26    171 of the Complaint.

27    172. To the extent paragraph 172 of the Complaint implicates legal  
28    conclusions, no response is required. To the extent that a response is required, Dish

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1 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
2 172 of the Complaint.

3 173. Paragraph 173 characterizes Entropic's belief and thus no response is  
4 required. To the extent paragraph 173 of the Complaint implicates legal conclusions,  
5 no response is required. To the extent that a response is required, Dish  
6 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
7 173 of the Complaint.

8 **COUNT IV**

9 **([Alleged] Infringement of the '802 Patent)**

10 174. Dish CaliforniaDISH incorporates by reference its responses to  
11 paragraphs 1 through 173 of the Complaint as though fully restated herein.

12 175. Dish CaliforniaDISH admits the cover of the '802 Patent reflects an issue  
13 date of December 27, 2011, an application date of December 2, 2005, and a  
14 provisional application filed on December 2, 2004. Dish CaliforniaDISH denies any  
15 remaining allegations of paragraph 175.

16 176. To the extent paragraph 176 of the Complaint implicates legal  
17 conclusions, no response is required. To the extent that a response is required, Dish  
18 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
19 176 of the Complaint.

20 177. Paragraph 177 characterizes the subject matter of the '802 Patent and  
21 contains legal conclusions to which no response is required. If a response is required,  
22 Dish CaliforniaDISH states that the '802 Patent speaks for itself. Dish  
23 CaliforniaDISH denies all allegations that Dish CaliforniaDISH implements the  
24 features of the '802 Patent. Dish CaliforniaDISH denies any remaining allegations  
25 and characterizations of paragraph 177.

26 178. To the extent paragraph 178 of the Complaint implicates legal  
27 conclusions, no response is required. To the extent that a response is required, Dish  
28

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1     CaliforniaDISH denies the allegations and characterizations contained in paragraph  
2     178 of the Complaint.

3     179. To the extent paragraph 179 of the Complaint implicates legal  
4     conclusions, no response is required. To the extent that a response is required, Dish  
5     CaliforniaDISH denies the allegations and characterizations contained in paragraph  
6     179 of the Complaint.

7     180. To the extent paragraph 180 of the Complaint implicates legal  
8     conclusions, no response is required. To the extent that a response is required, Dish  
9     CaliforniaDISH denies the allegations and characterizations contained in paragraph  
10    180 of the Complaint.

11    181. Dish CaliforniaDISH denies the allegations of paragraph 181.

12    182. To the extent paragraph 182 of the Complaint implicates legal  
13    conclusions, no response is required. To the extent that a response is required, Dish  
14    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
15    182 of the Complaint.

16    183. To the extent paragraph 183 of the Complaint implicates legal  
17    conclusions, no response is required. To the extent that a response is required, Dish  
18    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
19    183 of the Complaint.

20    184. To the extent paragraph 184 of the Complaint implicates legal  
21    conclusions, no response is required. To the extent that a response is required, Dish  
22    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
23    184 of the Complaint.

24    185. Dish CaliforniaDISH denies the allegations of paragraph 185.

25    186. To the extent paragraph 186 of the Complaint implicates legal  
26    conclusions, no response is required. To the extent that a response is required, Dish  
27    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
28    186 of the Complaint.

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1       187. To the extent paragraph 187 of the Complaint implicates legal  
2 conclusions, no response is required. To the extent that a response is required, Dish  
3 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
4 187 of the Complaint.

5       188. To the extent paragraph 188 of the Complaint implicates legal  
6 conclusions, no response is required. To the extent that a response is required, Dish  
7 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
8 188 of the Complaint.

9       189. To the extent paragraph 189 of the Complaint implicates legal  
10 conclusions, no response is required. To the extent that a response is required, Dish  
11 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
12 189 of the Complaint.

13       190. Dish CaliforniaDISH admits that “8085802” appears in Exhibit A to a  
14 March 9, 2022 communication from Entropic. To the extent paragraph 190 of the  
15 Complaint implicates legal conclusions, no response is required. To the extent that a  
16 response is required, Dish CaliforniaDISH denies the allegations and  
17 characterizations contained in paragraph 190 of the Complaint.

18       191. To the extent paragraph 191 of the Complaint implicates legal  
19 conclusions, no response is required. To the extent that a response is required, Dish  
20 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
21 191 of the Complaint.

22       192. To the extent paragraph 192 of the Complaint implicates legal  
23 conclusions, no response is required. To the extent that a response is required, Dish  
24 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
25 192 of the Complaint.

26       193. Denied as to Dish California. Dish CaliforniaDISH lacks knowledge or  
27 information sufficient to form a belief as to the truth of the remaining allegations in  
28 paragraph 193, and therefore denies them.

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1       194. To the extent paragraph 194 of the Complaint implicates legal  
2 conclusions, no response is required. To the extent that a response is required, Dish  
3 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
4 194 of the Complaint.

5       195. Dish CaliforniaDISH lacks knowledge or information sufficient to form  
6 a belief as to the truth of the allegations in paragraph 195, and therefore denies them.

7       196. To the extent paragraph 196 of the Complaint implicates legal  
8 conclusions, no response is required. To the extent that a response is required, Dish  
9 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
10 196 of the Complaint.

11       197. To the extent paragraph 197 of the Complaint implicates legal  
12 conclusions, no response is required. To the extent that a response is required, Dish  
13 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
14 197 of the Complaint.

15       198. To the extent paragraph 198 of the Complaint implicates legal  
16 conclusions, no response is required. To the extent that a response is required, Dish  
17 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
18 198 of the Complaint.

19       199. To the extent paragraph 199 of the Complaint implicates legal  
20 conclusions, no response is required. To the extent that a response is required, Dish  
21 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
22 199 of the Complaint.

23       200. To the extent paragraph 200 of the Complaint implicates legal  
24 conclusions, no response is required. To the extent that a response is required, Dish  
25 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
26 200 of the Complaint.

27       201. To the extent paragraph 201 of the Complaint implicates legal  
28 conclusions, no response is required. To the extent that a response is required, Dish

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1     CaliforniaDISH denies the allegations and characterizations contained in paragraph  
2     201 of the Complaint.

3     202. To the extent paragraph 202 of the Complaint implicates legal  
4     conclusions, no response is required. To the extent that a response is required, Dish  
5     CaliforniaDISH denies the allegations and characterizations contained in paragraph  
6     202 of the Complaint.

7     203. To the extent paragraph 203 of the Complaint implicates legal  
8     conclusions, no response is required. To the extent that a response is required, Dish  
9     CaliforniaDISH denies the allegations and characterizations contained in paragraph  
10    203 of the Complaint.

11    204. To the extent paragraph 204 of the Complaint implicates legal  
12    conclusions, no response is required. To the extent that a response is required, Dish  
13    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
14    204 of the Complaint.

15    205. To the extent paragraph 205 of the Complaint implicates legal  
16    conclusions, no response is required. To the extent that a response is required, Dish  
17    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
18    205 of the Complaint.

19    206. To the extent paragraph 206 of the Complaint implicates legal  
20    conclusions, no response is required. To the extent that a response is required, Dish  
21    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
22    206 of the Complaint.

23    207. Paragraph 207 characterizes Entropic's belief and thus no response is  
24    required. To the extent paragraph 207 of the Complaint implicates legal conclusions,  
25    no response is required. To the extent that a response is required, Dish  
26    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
27    207 of the Complaint.

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**COUNT V**

**([Alleged] Infringement of the '450 Patent)**

208. Dish CaliforniaDISH incorporates by reference its responses to paragraphs 1 through 207 of the Complaint as though fully restated herein.

209. Dish CaliforniaDISH admits that the cover of the '450 Patent reflects an issue date of January 14, 2014, an application date of September 19, 2005, and, *inter alia*, a provisional application filed December 2, 2004. Dish CaliforniaDISH denies any remaining allegations of paragraph 209.

210. To the extent paragraph 210 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 210 of the Complaint.

211. Paragraph 211 characterizes the subject matter of the '450 patent and contains legal conclusions to which no response is required. If a response is required, Dish CaliforniaDISH states that the '450 Patent speaks for itself. Dish CaliforniaDISH denies all allegations that Dish CaliforniaDISH implements the features of the '450 Patent. Dish CaliforniaDISH denies any remaining allegations and characterizations of paragraph 211.

212. To the extent paragraph 212 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 212 of the Complaint.

213. To the extent paragraph 213 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 213 of the Complaint.

214. To the extent paragraph 214 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish

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1     CaliforniaDISH denies the allegations and characterizations contained in paragraph  
2     214 of the Complaint.

3     215.    Dish CaliforniaDISH denies the allegations of paragraph 215.

4     216.    To the extent paragraph 216 of the Complaint implicates legal  
5     conclusions, no response is required. To the extent that a response is required, Dish  
6     CaliforniaDISH denies the allegations and characterizations contained in paragraph  
7     216 of the Complaint.

8     217.    To the extent paragraph 217 of the Complaint implicates legal  
9     conclusions, no response is required. To the extent that a response is required, Dish  
10    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
11    217 of the Complaint.

12    218.    To the extent paragraph 218 of the Complaint implicates legal  
13    conclusions, no response is required. To the extent that a response is required, Dish  
14    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
15    218 of the Complaint.

16    219.    Dish CaliforniaDISH denies the allegations of paragraph 219.

17    220.    Dish CaliforniaDISH lacks knowledge or information sufficient to form  
18    a belief as to the truth of the allegations in paragraph 220, and therefore denies them.

19    221.    To the extent paragraph 221 of the Complaint implicates legal  
20    conclusions, no response is required. To the extent that a response is required, Dish  
21    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
22    221 of the Complaint.

23    222.    To the extent paragraph 222 of the Complaint implicates legal  
24    conclusions, no response is required. To the extent that a response is required, Dish  
25    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
26    222 of the Complaint.

27    223.    To the extent paragraph 223 of the Complaint implicates legal  
28    conclusions, no response is required. To the extent that a response is required, Dish

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1    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
2    223 of the Complaint.

3    224.    Dish CaliforniaDISH admits that “8631450” appears in Exhibit A to a  
4    March 9, 2022 communication from Entropic. To the extent paragraph 224 of the  
5    Complaint implicates legal conclusions, no response is required. To the extent that a  
6    response is required, Dish CaliforniaDISH denies the allegations and  
7    characterizations contained in paragraph 224 of the Complaint.

8    225.    To the extent paragraph 225 of the Complaint implicates legal  
9    conclusions, no response is required. To the extent that a response is required, Dish  
10    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
11    225 of the Complaint.

12    226.    To the extent paragraph 226 of the Complaint implicates legal  
13    conclusions, no response is required. To the extent that a response is required, Dish  
14    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
15    226 of the Complaint.

16    227.    Denied as to Dish California. Dish CaliforniaDISH lacks knowledge or  
17    information sufficient to form a belief as to the truth of the remaining allegations in  
18    paragraph 227, and therefore denies them.

19    228.    To the extent paragraph 228 of the Complaint implicates legal  
20    conclusions, no response is required. To the extent that a response is required, Dish  
21    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
22    228 of the Complaint.

23    229.    Dish CaliforniaDISH lacks knowledge or information sufficient to form  
24    a belief as to the truth of the allegations in paragraph 229, and therefore denies them.

25    230.    To the extent paragraph 230 of the Complaint implicates legal  
26    conclusions, no response is required. To the extent that a response is required, Dish  
27    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
28    230 of the Complaint.

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1       231. To the extent paragraph 231 of the Complaint implicates legal  
2 conclusions, no response is required. To the extent that a response is required, Dish  
3 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
4 231 of the Complaint.

5       232. To the extent paragraph 232 of the Complaint implicates legal  
6 conclusions, no response is required. To the extent that a response is required, Dish  
7 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
8 232 of the Complaint.

9       233. To the extent paragraph 233 of the Complaint implicates legal  
10 conclusions, no response is required. To the extent that a response is required, Dish  
11 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
12 233 of the Complaint.

13       234. To the extent paragraph 234 of the Complaint implicates legal  
14 conclusions, no response is required. To the extent that a response is required, Dish  
15 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
16 234 of the Complaint.

17       235. To the extent paragraph 235 of the Complaint implicates legal  
18 conclusions, no response is required. To the extent that a response is required, Dish  
19 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
20 235 of the Complaint.

21       236. To the extent paragraph 236 of the Complaint implicates legal  
22 conclusions, no response is required. To the extent that a response is required, Dish  
23 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
24 236 of the Complaint.

25       237. To the extent paragraph 237 of the Complaint implicates legal  
26 conclusions, no response is required. To the extent that a response is required, Dish  
27 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
28 237 of the Complaint.

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238. To the extent paragraph 238 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 238 of the Complaint.

239. To the extent paragraph 239 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 239 of the Complaint.

240. To the extent paragraph 240 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 240 of the Complaint.

241. Paragraph 241 characterizes Entropic's belief and thus no response is required. To the extent paragraph 241 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 241 of the Complaint.

## COUNT VI

### ([Alleged] Infringement of the '7,566 Patent)

242. The Court dismissed Count VI without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

243. The Court dismissed Count VI without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

244. The Court dismissed Count VI without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

245. The Court dismissed Count VI without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

**REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL**

1       246. The Court dismissed Count VI without leave to amend in its  
2 September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

3       247. The Court dismissed Count VI without leave to amend in its  
4 September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

5       248. The Court dismissed Count VI without leave to amend in its  
6 September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

7       249. The Court dismissed Count VI without leave to amend in its  
8 September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

9       250. The Court dismissed Count VI without leave to amend in its  
10 September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

11       251. The Court dismissed Count VI without leave to amend in its  
12 September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

13       252. The Court dismissed Count VI without leave to amend in its  
14 September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

15       253. The Court dismissed Count VI without leave to amend in its  
16 September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

17       254. The Court dismissed Count VI without leave to amend in its  
18 September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

19       255. The Court dismissed Count VI without leave to amend in its  
20 September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

21       256. The Court dismissed Count VI without leave to amend in its  
22 September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

23       257. The Court dismissed Count VI without leave to amend in its  
24 September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

25       258. The Court dismissed Count VI without leave to amend in its  
26 September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

27       259. The Court dismissed Count VI without leave to amend in its  
28 September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

**REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL**

1       260. The Court dismissed Count VI without leave to amend in its  
2 September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

3       261. The Court dismissed Count VI without leave to amend in its  
4 September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

5       262. The Court dismissed Count VI without leave to amend in its  
6 September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

7       263. The Court dismissed Count VI without leave to amend in its  
8 September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

9       264. The Court dismissed Count VI without leave to amend in its  
10 September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

11       265. The Court dismissed Count VI without leave to amend in its  
12 September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

13       266. The Court dismissed Count VI without leave to amend in its  
14 September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

15       267. The Court dismissed Count VI without leave to amend in its  
16 September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

17       268. The Court dismissed Count VI without leave to amend in its  
18 September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

19       269. The Court dismissed Count VI without leave to amend in its  
20 September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

21       270. The Court dismissed Count VI without leave to amend in its  
22 September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

23       271. The Court dismissed Count VI without leave to amend in its  
24 September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

25       272. The Court dismissed Count VI without leave to amend in its  
26 September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

27       273. The Court dismissed Count VI without leave to amend in its  
28 September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

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274. The Court dismissed Count VI without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

275. The Court dismissed Count VI without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

## **COUNT VII**

### ([Alleged] Infringement of the '539 Patent)

276. Dish CaliforniaDISH incorporates by reference its responses to paragraphs 1 through 275 of the Complaint as though fully restated herein.

277. Dish CaliforniaDISH admits that the cover of the '539 Patent reflects an issue date of December 31, 2013, an application date of September 29, 2005, and, *inter alia*, a provisional application filed December 2, 2004. Dish CaliforniaDISH denies any remaining allegations of paragraph 277.

278. To the extent paragraph 278 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 278 of the Complaint.

279. Paragraph 279 characterizes the subject matter of the '539 Patent and contains legal conclusions to which no response is required. If a response is required, Dish CaliforniaDISH states that the '539 Patent speaks for itself. Dish CaliforniaDISH denies all allegations that Dish CaliforniaDISH implements the features of the '539 Patent. Dish CaliforniaDISH denies any remaining allegations and characterizations of Paragraph 279.

280. To the extent paragraph 280 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 280 of the Complaint.

281. To the extent paragraph 281 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish

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1     CaliforniaDISH denies the allegations and characterizations contained in paragraph  
2     281 of the Complaint.

3     282. To the extent paragraph 282 of the Complaint implicates legal  
4     conclusions, no response is required. To the extent that a response is required, Dish  
5     CaliforniaDISH denies the allegations and characterizations contained in paragraph  
6     282 of the Complaint.

7     283. Dish CaliforniaDISH denies the allegations of paragraph 283.

8     284. To the extent paragraph 284 of the Complaint implicates legal  
9     conclusions, no response is required. To the extent that a response is required, Dish  
10    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
11    284 of the Complaint.

12    285. To the extent paragraph 285 of the Complaint implicates legal  
13    conclusions, no response is required. To the extent that a response is required, Dish  
14    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
15    285 of the Complaint.

16    286. To the extent paragraph 286 of the Complaint implicates legal  
17    conclusions, no response is required. To the extent that a response is required, Dish  
18    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
19    286 of the Complaint.

20    287. Dish CaliforniaDISH denies the allegations of paragraph 287.

21    288. Dish CaliforniaDISH lacks knowledge or information sufficient to form  
22    a belief as to the truth of the allegations in paragraph 288, and therefore denies them.

23    289. To the extent paragraph 289 of the Complaint implicates legal  
24    conclusions, no response is required. To the extent that a response is required, Dish  
25    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
26    289 of the Complaint.

27    290. To the extent paragraph 290 of the Complaint implicates legal  
28    conclusions, no response is required. To the extent that a response is required, Dish

**REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL**

1     CaliforniaDISH denies the allegations and characterizations contained in paragraph  
2 290 of the Complaint.

3     291. To the extent paragraph 291 of the Complaint implicates legal  
4 conclusions, no response is required. To the extent that a response is required, Dish  
5 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
6 291 of the Complaint.

7     292. Dish CaliforniaDISH admits that “8621539” appears in Exhibit A to a  
8 March 9, 2022 communication from Entropic. To the extent paragraph 292 of the  
9 Complaint implicates legal conclusions, no response is required. To the extent that a  
10 response is required, Dish CaliforniaDISH denies the allegations and  
11 characterizations contained in paragraph 292 of the Complaint.

12     293. To the extent paragraph 293 of the Complaint implicates legal  
13 conclusions, no response is required. To the extent that a response is required, Dish  
14 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
15 293 of the Complaint.

16     294. To the extent paragraph 294 of the Complaint implicates legal  
17 conclusions, no response is required. To the extent that a response is required, Dish  
18 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
19 294 of the Complaint.

20     295. Denied as to Dish California. Dish CaliforniaDISH lacks knowledge or  
21 information sufficient to form a belief as to the truth of the remaining allegations in  
22 paragraph 295, and therefore denies them.

23     296. To the extent paragraph 296 of the Complaint implicates legal  
24 conclusions, no response is required. To the extent that a response is required, Dish  
25 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
26 296 of the Complaint.

27     297. Dish CaliforniaDISH lacks knowledge or information sufficient to form  
28 a belief as to the truth of the allegations in paragraph 297, and therefore denies them.

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1       298. To the extent paragraph 298 of the Complaint implicates legal  
2 conclusions, no response is required. To the extent that a response is required, Dish  
3 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
4 298 of the Complaint.

5       299. To the extent paragraph 299 of the Complaint implicates legal  
6 conclusions, no response is required. To the extent that a response is required, Dish  
7 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
8 299 of the Complaint.

9       300. To the extent paragraph 300 of the Complaint implicates legal  
10 conclusions, no response is required. To the extent that a response is required, Dish  
11 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
12 300 of the Complaint.

13       301. To the extent paragraph 301 of the Complaint implicates legal  
14 conclusions, no response is required. To the extent that a response is required, Dish  
15 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
16 301 of the Complaint.

17       302. To the extent paragraph 302 of the Complaint implicates legal  
18 conclusions, no response is required. To the extent that a response is required, Dish  
19 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
20 302 of the Complaint.

21       303. To the extent paragraph 303 of the Complaint implicates legal  
22 conclusions, no response is required. To the extent that a response is required, Dish  
23 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
24 303 of the Complaint.

25       304. To the extent paragraph 304 of the Complaint implicates legal  
26 conclusions, no response is required. To the extent that a response is required, Dish  
27 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
28 304 of the Complaint.

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305. To the extent paragraph 305 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 305 of the Complaint.

306. To the extent paragraph 306 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 306 of the Complaint.

307. To the extent paragraph 307 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 307 of the Complaint.

308. To the extent paragraph 308 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 308 of the Complaint.

309. Paragraph 309 characterizes Entropic's belief and thus no response is required. To the extent paragraph 309 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 309 of the Complaint.

## COUNT VIII

## **([Alleged] Infringement of the '213 Patent)**

310. Dish CaliforniaDISH incorporates by reference its responses to paragraphs 1 through 309 of the Complaint as though fully restated herein.

311. Dish CaliforniaDISH admits the cover of the '213 Patent reflects an issue date of December 5, 2017, an application date of February 6, 2008, and *inter alia*, a

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1 provisional application filed on February 6, 2007. Dish CaliforniaDISH denies any  
2 remaining allegations of paragraph 311.

3 312. To the extent paragraph 312 of the Complaint implicates legal  
4 conclusions, no response is required. To the extent that a response is required, Dish  
5 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
6 312 of the Complaint.

7 313. Paragraph 313 characterizes the subject matter of the '213 Patent and  
8 contains legal conclusions to which no response is required. If a response is required,  
9 Dish CaliforniaDISH states that the '213 Patent speaks for itself. Dish  
10 CaliforniaDISH denies all allegations that Dish CaliforniaDISH implements the  
11 features of the '213 Patent. Dish CaliforniaDISH denies any remaining allegations  
12 and characterizations of paragraph 313.

13 314. To the extent paragraph 314 of the Complaint implicates legal  
14 conclusions, no response is required. To the extent that a response is required, Dish  
15 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
16 314 of the Complaint.

17 315. To the extent paragraph 315 of the Complaint implicates legal  
18 conclusions, no response is required. To the extent that a response is required, Dish  
19 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
20 315 of the Complaint.

21 316. To the extent paragraph 316 of the Complaint implicates legal  
22 conclusions, no response is required. To the extent that a response is required, Dish  
23 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
24 316 of the Complaint.

25 317. Dish CaliforniaDISH denies the allegations of paragraph 317.

26 318. To the extent paragraph 318 of the Complaint implicates legal  
27 conclusions, no response is required. To the extent that a response is required, Dish  
28

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1     CaliforniaDISH denies the allegations and characterizations contained in paragraph  
2     318 of the Complaint.

3     319. To the extent paragraph 319 of the Complaint implicates legal  
4     conclusions, no response is required. To the extent that a response is required, Dish  
5     CaliforniaDISH denies the allegations and characterizations contained in paragraph  
6     319 of the Complaint.

7     320. To the extent paragraph 320 of the Complaint implicates legal  
8     conclusions, no response is required. To the extent that a response is required, Dish  
9     CaliforniaDISH denies the allegations and characterizations contained in paragraph  
10    320 of the Complaint.

11    321. Dish CaliforniaDISH denies the allegations of paragraph 321.

12    322. Dish CaliforniaDISH lacks knowledge or information sufficient to form  
13    a belief as to the truth of the allegations in paragraph 322, and therefore denies them.

14    323. To the extent paragraph 323 of the Complaint implicates legal  
15    conclusions, no response is required. To the extent that a response is required, Dish  
16    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
17    323 of the Complaint.

18    324. To the extent paragraph 324 of the Complaint implicates legal  
19    conclusions, no response is required. To the extent that a response is required, Dish  
20    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
21    324 of the Complaint.

22    325. To the extent paragraph 325 of the Complaint implicates legal  
23    conclusions, no response is required. To the extent that a response is required, Dish  
24    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
25    325 of the Complaint.

26    326. Dish CaliforniaDISH admits that “9838213” appears in Exhibit A to a  
27    March 9, 2022 communication from Entropic. To the extent paragraph 326 of the  
28    Complaint implicates legal conclusions, no response is required. To the extent that a

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1 response is required, Dish CaliforniaDISH denies the allegations and  
2 characterizations contained in paragraph 326 of the Complaint.

3 327. To the extent paragraph 327 of the Complaint implicates legal  
4 conclusions, no response is required. To the extent that a response is required, Dish  
5 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
6 327 of the Complaint.

7 328. To the extent paragraph 328 of the Complaint implicates legal  
8 conclusions, no response is required. To the extent that a response is required, Dish  
9 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
10 328 of the Complaint.

11 329. Denied as to Dish California. Dish CaliforniaDISH lacks knowledge or  
12 information sufficient to form a belief as to the truth of the remaining allegations in  
13 paragraph 329, and therefore denies them.

14 330. To the extent paragraph 330 of the Complaint implicates legal  
15 conclusions, no response is required. To the extent that a response is required, Dish  
16 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
17 330 of the Complaint.

18 331. Dish CaliforniaDISH lacks knowledge or information sufficient to form  
19 a belief as to the truth of the allegations in paragraph 331, and therefore denies them.

20 332. To the extent paragraph 332 of the Complaint implicates legal  
21 conclusions, no response is required. To the extent that a response is required, Dish  
22 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
23 332 of the Complaint.

24 333. To the extent paragraph 333 of the Complaint implicates legal  
25 conclusions, no response is required. To the extent that a response is required, Dish  
26 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
27 333 of the Complaint.

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1       334. To the extent paragraph 334 of the Complaint implicates legal  
2 conclusions, no response is required. To the extent that a response is required, Dish  
3 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
4 334 of the Complaint.

5       335. To the extent paragraph 335 of the Complaint implicates legal  
6 conclusions, no response is required. To the extent that a response is required, Dish  
7 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
8 335 of the Complaint.

9       336. To the extent paragraph 336 of the Complaint implicates legal  
10 conclusions, no response is required. To the extent that a response is required, Dish  
11 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
12 336 of the Complaint.

13       337. To the extent paragraph 337 of the Complaint implicates legal  
14 conclusions, no response is required. To the extent that a response is required, Dish  
15 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
16 337 of the Complaint.

17       338. To the extent paragraph 338 of the Complaint implicates legal  
18 conclusions, no response is required. To the extent that a response is required, Dish  
19 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
20 338 of the Complaint.

21       339. To the extent paragraph 339 of the Complaint implicates legal  
22 conclusions, no response is required. To the extent that a response is required, Dish  
23 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
24 339 of the Complaint.

25       340. To the extent paragraph 340 of the Complaint implicates legal  
26 conclusions, no response is required. To the extent that a response is required, Dish  
27 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
28 340 of the Complaint.

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341. To the extent paragraph 341 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 341 of the Complaint.

342. To the extent paragraph 342 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 342 of the Complaint.

343. Paragraph 343 characterizes Entropic's belief and thus no response is required. To the extent paragraph 343 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 343 of the Complaint.

## COUNT IX

## ([Alleged] Infringement of the '422 Patent)

344. Dish CaliforniaDISH incorporates by reference its responses to paragraphs 1 through 343 of the Complaint as though fully restated herein.

345. Dish CaliforniaDISH admits the cover of the '422 Patent reflects an issue date of October 1, 2019, an application date of December 5, 2017, an application filed on February 6, 2008, and *inter alia*, a provisional application filed on February 6, 2007. Dish CaliforniaDISH denies any remaining allegations of paragraph 345.

346. To the extent paragraph 346 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 346 of the Complaint.

347. Paragraph 347 characterizes the subject matter of the '422 Patent and contains legal conclusions to which no response is required. If a response is required, Dish ~~California~~ DISH states that the '422 Patent speaks for itself. Dish

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1 CaliforniaDISH denies all allegations that Dish CaliforniaDISH implements the  
2 features of the '422 Patent. Dish CaliforniaDISH denies any remaining allegations  
3 and characterizations of paragraph 347.

4 348. To the extent paragraph 348 of the Complaint implicates legal  
5 conclusions, no response is required. To the extent that a response is required, Dish  
6 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
7 348 of the Complaint.

8 349. To the extent paragraph 349 of the Complaint implicates legal  
9 conclusions, no response is required. To the extent that a response is required, Dish  
10 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
11 349 of the Complaint.

12 350. To the extent paragraph 350 of the Complaint implicates legal  
13 conclusions, no response is required. To the extent that a response is required, Dish  
14 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
15 350 of the Complaint.

16 351. Dish CaliforniaDISH denies the allegations of paragraph 351.

17 352. To the extent paragraph 352 of the Complaint implicates legal  
18 conclusions, no response is required. To the extent that a response is required, Dish  
19 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
20 352 of the Complaint.

21 353. To the extent paragraph 353 of the Complaint implicates legal  
22 conclusions, no response is required. To the extent that a response is required, Dish  
23 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
24 353 of the Complaint.

25 354. To the extent paragraph 354 of the Complaint implicates legal  
26 conclusions, no response is required. To the extent that a response is required, Dish  
27 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
28 354 of the Complaint.

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1       355. Dish CaliforniaDISH denies the allegations of paragraph 355.

2       356. Dish CaliforniaDISH lacks knowledge or information sufficient to form  
3 a belief as to the truth of the allegations in paragraph 356, and therefore denies them.

4       357. To the extent paragraph 357 of the Complaint implicates legal  
5 conclusions, no response is required. To the extent that a response is required, Dish  
6 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
7 357 of the Complaint.

8       358. To the extent paragraph 358 of the Complaint implicates legal  
9 conclusions, no response is required. To the extent that a response is required, Dish  
10 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
11 358 of the Complaint.

12       359. To the extent paragraph 359 of the Complaint implicates legal  
13 conclusions, no response is required. To the extent that a response is required, Dish  
14 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
15 359 of the Complaint.

16       360. Dish CaliforniaDISH admits that “10432422” appears in Exhibit A to a  
17 March 9, 2022 communication from Entropic. To the extent paragraph 360 of the  
18 Complaint implicates legal conclusions, no response is required. To the extent that a  
19 response is required, Dish CaliforniaDISH denies the allegations and  
20 characterizations contained in paragraph 360 of the Complaint.

21       361. To the extent paragraph 361 of the Complaint implicates legal  
22 conclusions, no response is required. To the extent that a response is required, Dish  
23 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
24 361 of the Complaint.

25       362. To the extent paragraph 362 of the Complaint implicates legal  
26 conclusions, no response is required. To the extent that a response is required, Dish  
27 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
28 362 of the Complaint.

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1       363.    Denied as to Dish California. Dish CaliforniaDISH lacks knowledge or  
2 information sufficient to form a belief as to the truth of the remaining allegations in  
3 paragraph 363, and therefore denies them.

4       364.    To the extent paragraph 364 of the Complaint implicates legal  
5 conclusions, no response is required. To the extent that a response is required, Dish  
6 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
7 364 of the Complaint.

8       365.    Dish CaliforniaDISH lacks knowledge or information sufficient to form  
9 a belief as to the truth of the allegations in paragraph 365, and therefore denies them.

10       366.    To the extent paragraph 366 of the Complaint implicates legal  
11 conclusions, no response is required. To the extent that a response is required, Dish  
12 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
13 366 of the Complaint.

14       367.    To the extent paragraph 367 of the Complaint implicates legal  
15 conclusions, no response is required. To the extent that a response is required, Dish  
16 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
17 367 of the Complaint.

18       368.    To the extent paragraph 368 of the Complaint implicates legal  
19 conclusions, no response is required. To the extent that a response is required, Dish  
20 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
21 368 of the Complaint.

22       369.    To the extent paragraph 369 of the Complaint implicates legal  
23 conclusions, no response is required. To the extent that a response is required, Dish  
24 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
25 369 of the Complaint.

26       370.    To the extent paragraph 370 of the Complaint implicates legal  
27 conclusions, no response is required. To the extent that a response is required, Dish  
28

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1     CaliforniaDISH denies the allegations and characterizations contained in paragraph  
2     370 of the Complaint.

3     371. To the extent paragraph 371 of the Complaint implicates legal  
4     conclusions, no response is required. To the extent that a response is required, Dish  
5     CaliforniaDISH denies the allegations and characterizations contained in paragraph  
6     371 of the Complaint.

7     372. To the extent paragraph 372 of the Complaint implicates legal  
8     conclusions, no response is required. To the extent that a response is required, Dish  
9     CaliforniaDISH denies the allegations and characterizations contained in paragraph  
10    372 of the Complaint.

11    373. To the extent paragraph 373 of the Complaint implicates legal  
12    conclusions, no response is required. To the extent that a response is required, Dish  
13    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
14    373 of the Complaint.

15    374. To the extent paragraph 374 of the Complaint implicates legal  
16    conclusions, no response is required. To the extent that a response is required, Dish  
17    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
18    374 of the Complaint.

19    375. To the extent paragraph 375 of the Complaint implicates legal  
20    conclusions, no response is required. To the extent that a response is required, Dish  
21    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
22    375 of the Complaint.

23    376. To the extent paragraph 376 of the Complaint implicates legal  
24    conclusions, no response is required. To the extent that a response is required, Dish  
25    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
26    376 of the Complaint.

27    377. Paragraph 377 characterizes Entropic's belief and thus no response is  
28    required. To the extent paragraph 377 of the Complaint implicates legal conclusions,

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1 no response is required. To the extent that a response is required, [Dish](#)  
2 [CaliforniaDISH](#) denies the allegations and characterizations contained in paragraph  
3 377 of the Complaint.

4 **COUNT X**

5 **([Alleged] Infringement of the '910 Patent)**

6 378. The Court dismissed Count X without leave to amend in its September 7,  
7 2023 Order (Dkt. 103) and therefore, no response is required.

8 379. The Court dismissed Count X without leave to amend in its September 7,  
9 2023 Order (Dkt. 103) and therefore, no response is required.

10 380. The Court dismissed Count X without leave to amend in its September 7,  
11 2023 Order (Dkt. 103) and therefore, no response is required.

12 381. The Court dismissed Count X without leave to amend in its September 7,  
13 2023 Order (Dkt. 103) and therefore, no response is required.

14 382. The Court dismissed Count X without leave to amend in its September 7,  
15 2023 Order (Dkt. 103) and therefore, no response is required.

16 383. The Court dismissed Count X without leave to amend in its September 7,  
17 2023 Order (Dkt. 103) and therefore, no response is required.

18 384. The Court dismissed Count X without leave to amend in its September 7,  
19 2023 Order (Dkt. 103) and therefore, no response is required.

20 385. The Court dismissed Count X without leave to amend in its September 7,  
21 2023 Order (Dkt. 103) and therefore, no response is required.

22 386. The Court dismissed Count X without leave to amend in its September 7,  
23 2023 Order (Dkt. 103) and therefore, no response is required.

24 387. The Court dismissed Count X without leave to amend in its September 7,  
25 2023 Order (Dkt. 103) and therefore, no response is required.

26 388. The Court dismissed Count X without leave to amend in its September 7,  
27 2023 Order (Dkt. 103) and therefore, no response is required.

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1       389.    The Court dismissed Count X without leave to amend in its September 7,  
2 2023 Order (Dkt. 103) and therefore, no response is required.

3       390.    The Court dismissed Count X without leave to amend in its September 7,  
4 2023 Order (Dkt. 103) and therefore, no response is required.

5       391.    The Court dismissed Count X without leave to amend in its September 7,  
6 2023 Order (Dkt. 103) and therefore, no response is required.

7       392.    The Court dismissed Count X without leave to amend in its September 7,  
8 2023 Order (Dkt. 103) and therefore, no response is required.

9       393.    The Court dismissed Count X without leave to amend in its September 7,  
10 2023 Order (Dkt. 103) and therefore, no response is required.

11       394.    The Court dismissed Count X without leave to amend in its September 7,  
12 2023 Order (Dkt. 103) and therefore, no response is required.

13       395.    The Court dismissed Count X without leave to amend in its September 7,  
14 2023 Order (Dkt. 103) and therefore, no response is required.

15       396.    The Court dismissed Count X without leave to amend in its September 7,  
16 2023 Order (Dkt. 103) and therefore, no response is required.

17       397.    The Court dismissed Count X without leave to amend in its September 7,  
18 2023 Order (Dkt. 103) and therefore, no response is required.

19       398.    The Court dismissed Count X without leave to amend in its September 7,  
20 2023 Order (Dkt. 103) and therefore, no response is required.

21       399.    The Court dismissed Count X without leave to amend in its September 7,  
22 2023 Order (Dkt. 103) and therefore, no response is required.

23       400.    The Court dismissed Count X without leave to amend in its September 7,  
24 2023 Order (Dkt. 103) and therefore, no response is required.

25       401.    The Court dismissed Count X without leave to amend in its September 7,  
26 2023 Order (Dkt. 103) and therefore, no response is required.

27       402.    The Court dismissed Count X without leave to amend in its September 7,  
28 2023 Order (Dkt. 103) and therefore, no response is required.

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403. The Court dismissed Count X without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

404. The Court dismissed Count X without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

405. The Court dismissed Count X without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

406. The Court dismissed Count X without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

407. The Court dismissed Count X without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

408. The Court dismissed Count X without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

409. The Court dismissed Count X without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

410. The Court dismissed Count X without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

411. The Court dismissed Count X without leave to amend in its September 7, 2023 Order (Dkt. 103) and therefore, no response is required.

## COUNT XI

## **([Alleged] Infringement of the '0,566 Patent)**

412. ~~Dish CaliforniaDISH~~ incorporates by reference its responses to paragraphs 1 through 411 of the Complaint as though fully restated herein.

413. Dish CaliforniaDISH admits that the cover of the '0,566 Patent reflects an issue date of November 27, 2012, an application date of October 15, 2009, and, *inter alia*, a provisional application filed October 16, 2008. Dish CaliforniaDISH denies any remaining allegations of paragraph 413.

414. To the extent paragraph 414 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, **Dish**

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1 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
2 414 of the Complaint.

3 415. Paragraph 415 characterizes the subject matter of the '0,566 Patent and  
4 contains legal conclusions to which no response is required. If a response is required,  
5 Dish CaliforniaDISH states that the '0,566 Patent speaks for itself. Dish  
6 CaliforniaDISH denies all allegations that Dish CaliforniaDISH implements the  
7 features of the '0,566 Patent. Dish CaliforniaDISH denies any remaining allegations  
8 and characterizations of paragraph 415.

9 416. To the extent paragraph 416 of the Complaint implicates legal  
10 conclusions, no response is required. To the extent that a response is required, Dish  
11 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
12 416 of the Complaint.

13 417. To the extent paragraph 417 of the Complaint implicates legal  
14 conclusions, no response is required. To the extent that a response is required, Dish  
15 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
16 417 of the Complaint.

17 418. To the extent paragraph 418 of the Complaint implicates legal  
18 conclusions, no response is required. To the extent that a response is required, Dish  
19 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
20 418 of the Complaint.

21 419. Dish CaliforniaDISH denies the allegations of paragraph 419.

22 420. To the extent paragraph 420 of the Complaint implicates legal  
23 conclusions, no response is required. To the extent that a response is required, Dish  
24 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
25 420 of the Complaint.

26 421. To the extent paragraph 421 of the Complaint implicates legal  
27 conclusions, no response is required. To the extent that a response is required, Dish  
28

**REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL**

1     CaliforniaDISH denies the allegations and characterizations contained in paragraph  
2     421 of the Complaint.

3     422. To the extent paragraph 422 of the Complaint implicates legal  
4     conclusions, no response is required. To the extent that a response is required, Dish  
5     CaliforniaDISH denies the allegations and characterizations contained in paragraph  
6     422 of the Complaint.

7     423. Dish CaliforniaDISH denies the allegations of paragraph 423.

8     424. Dish CaliforniaDISH lacks knowledge or information sufficient to form  
9     a belief as to the truth of the allegations in paragraph 424, and therefore denies them.

10    425. To the extent paragraph 425 of the Complaint implicates legal  
11    conclusions, no response is required. To the extent that a response is required, Dish  
12    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
13    425 of the Complaint.

14    426. To the extent paragraph 426 of the Complaint implicates legal  
15    conclusions, no response is required. To the extent that a response is required, Dish  
16    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
17    426 of the Complaint.

18    427. To the extent paragraph 427 of the Complaint implicates legal  
19    conclusions, no response is required. To the extent that a response is required, Dish  
20    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
21    427 of the Complaint.

22    428. Dish CaliforniaDISH admits that “8320566” appears in Exhibit A to a  
23    March 9, 2022 communication from Entropic. To the extent paragraph 428 of the  
24    Complaint implicates legal conclusions, no response is required. To the extent that a  
25    response is required, Dish CaliforniaDISH denies the allegations and  
26    characterizations contained in paragraph 428 of the Complaint.

27    429. To the extent paragraph 429 of the Complaint implicates legal  
28    conclusions, no response is required. To the extent that a response is required, Dish

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1    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
2    429 of the Complaint.

3    430. To the extent paragraph 430 of the Complaint implicates legal  
4    conclusions, no response is required. To the extent that a response is required, Dish  
5    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
6    430 of the Complaint.

7    431. Denied as to Dish California. Dish CaliforniaDISH lacks knowledge or  
8    information sufficient to form a belief as to the truth of the remaining allegations in  
9    paragraph 431, and therefore denies them.

10    432. To the extent paragraph 432 of the Complaint implicates legal  
11    conclusions, no response is required. To the extent that a response is required, Dish  
12    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
13    432 of the Complaint.

14    433. Dish CaliforniaDISH lacks knowledge or information sufficient to form  
15    a belief as to the truth of the allegations in paragraph 433, and therefore denies them.

16    434. To the extent paragraph 434 of the Complaint implicates legal  
17    conclusions, no response is required. To the extent that a response is required, Dish  
18    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
19    434 of the Complaint.

20    435. To the extent paragraph 435 of the Complaint implicates legal  
21    conclusions, no response is required. To the extent that a response is required, Dish  
22    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
23    435 of the Complaint.

24    436. To the extent paragraph 436 of the Complaint implicates legal  
25    conclusions, no response is required. To the extent that a response is required, Dish  
26    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
27    436 of the Complaint.

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1       437. To the extent paragraph 437 of the Complaint implicates legal  
2 conclusions, no response is required. To the extent that a response is required, Dish  
3 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
4 437 of the Complaint.

5       438. To the extent paragraph 438 of the Complaint implicates legal  
6 conclusions, no response is required. To the extent that a response is required, Dish  
7 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
8 438 of the Complaint.

9       439. To the extent paragraph 439 of the Complaint implicates legal  
10 conclusions, no response is required. To the extent that a response is required, Dish  
11 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
12 439 of the Complaint.

13       440. To the extent paragraph 440 of the Complaint implicates legal  
14 conclusions, no response is required. To the extent that a response is required, Dish  
15 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
16 440 of the Complaint.

17       441. To the extent paragraph 441 of the Complaint implicates legal  
18 conclusions, no response is required. To the extent that a response is required, Dish  
19 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
20 441 of the Complaint.

21       442. To the extent paragraph 442 of the Complaint implicates legal  
22 conclusions, no response is required. To the extent that a response is required, Dish  
23 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
24 442 of the Complaint.

25       443. To the extent paragraph 443 of the Complaint implicates legal  
26 conclusions, no response is required. To the extent that a response is required, Dish  
27 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
28 443 of the Complaint.

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444. To the extent paragraph 444 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 444 of the Complaint.

445. Paragraph 445 characterizes Entropic's belief and thus no response is required. To the extent paragraph 445 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 445 of the Complaint.

## COUNT XII

## ([Alleged] Infringement of the '681 Patent)

446. Dish CaliforniaDISH incorporates by reference its responses to paragraphs 1 through 445 of the Complaint as though fully restated herein.

447. Dish CaliforniaDISH admits that the cover of the '681 Patent reflects an issue date of January 29, 2013, an application date of October 15, 2009, and a provisional application date of October 16, 2008. Dish CaliforniaDISH denies any remaining allegations of paragraph 447 of the Complaint.

448. To the extent paragraph 448 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 448 of the Complaint.

449. Paragraph 449 of the Complaint characterizes the subject matter of the '681 Patent and contains legal conclusions to which no response is required. If a response is required, Dish CaliforniaDISH states that the '681 Patent speaks for itself. Dish CaliforniaDISH denies all allegations that Dish CaliforniaDISH implements the features of the '681 Patent. Dish CaliforniaDISH denies any remaining allegations and characterizations of paragraph 449 of the Complaint.

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450. To the extent paragraph 450 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 450 of the Complaint.

451. To the extent paragraph 451 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 451 of the Complaint.

452. To the extent paragraph 452 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 452 of the Complaint.

453. Dish CaliforniaDISH denies the allegations of paragraph 453 of the Complaint.

454. To the extent paragraph 454 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 454 of the Complaint.

455. To the extent paragraph 455 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 455 of the Complaint.

456. To the extent paragraph 456 of the Complaint implicates legal conclusions, no response is required. To the extent that a response is required, Dish CaliforniaDISH denies the allegations and characterizations contained in paragraph 456 of the Complaint.

457. Dish CaliforniaDISH denies the allegations of paragraph 457 of the Complaint.

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1       458.    Dish CaliforniaDISH lacks knowledge or information sufficient to form  
2 a belief as to the truth of the allegations in paragraph 458, and therefore denies them.

3       459.    To the extent paragraph 459 of the Complaint implicates legal  
4 conclusions, no response is required. To the extent that a response is required, Dish  
5 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
6 459 of the Complaint.

7       460.    To the extent paragraph 460 of the Complaint implicates legal  
8 conclusions, no response is required. To the extent that a response is required, Dish  
9 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
10 460 of the Complaint.

11       461.    To the extent paragraph 461 of the Complaint implicates legal  
12 conclusions, no response is required. To the extent that a response is required, Dish  
13 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
14 461 of the Complaint.

15       462.    Dish CaliforniaDISH admits that “8363681” appears in Exhibit A to a  
16 March 9, 2022 communication—but not an August 9, 2022 communication—from  
17 Entropic. To the extent paragraph 462 of the Complaint implicates legal conclusions,  
18 no response is required. To the extent that a response is required, Dish  
19 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
20 462 of the Complaint.

21       463.    To the extent paragraph 463 of the Complaint implicates legal  
22 conclusions, no response is required. To the extent that a response is required, Dish  
23 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
24 463 of the Complaint.

25       464.    To the extent paragraph 464 of the Complaint implicates legal  
26 conclusions, no response is required. To the extent that a response is required, Dish  
27 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
28 464 of the Complaint.

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1       465.    Denied as to Dish California. Dish CaliforniaDISH lacks knowledge or  
2 information sufficient to form a belief as to the truth of the remaining allegations in  
3 paragraph 465 of the Complaint, and therefore denies them.

4       466.    To the extent paragraph 466 of the Complaint implicates legal  
5 conclusions, no response is required. To the extent that a response is required, Dish  
6 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
7 466 of the Complaint.

8       467.    Dish CaliforniaDISH lacks knowledge or information sufficient to form  
9 a belief as to the truth of the allegations in paragraph 467, and therefore denies them.

10       468.    To the extent paragraph 468 of the Complaint implicates legal  
11 conclusions, no response is required. To the extent that a response is required, Dish  
12 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
13 468 of the Complaint.

14       469.    To the extent paragraph 469 of the Complaint implicates legal  
15 conclusions, no response is required. To the extent that a response is required, Dish  
16 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
17 469 of the Complaint.

18       470.    To the extent paragraph 470 of the Complaint implicates legal  
19 conclusions, no response is required. To the extent that a response is required, Dish  
20 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
21 470 of the Complaint.

22       471.    To the extent paragraph 471 of the Complaint implicates legal  
23 conclusions, no response is required. To the extent that a response is required, Dish  
24 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
25 471 of the Complaint.

26       472.    To the extent paragraph 472 of the Complaint implicates legal  
27 conclusions, no response is required. To the extent that a response is required, Dish  
28

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1     CaliforniaDISH denies the allegations and characterizations contained in paragraph  
2     472 of the Complaint.

3     473. To the extent paragraph 473 of the Complaint implicates legal  
4     conclusions, no response is required. To the extent that a response is required, Dish  
5     CaliforniaDISH denies the allegations and characterizations contained in paragraph  
6     473 of the Complaint.

7     474. To the extent paragraph 474 of the Complaint implicates legal  
8     conclusions, no response is required. To the extent that a response is required, Dish  
9     CaliforniaDISH denies the allegations and characterizations contained in paragraph  
10    474 of the Complaint.

11    475. To the extent paragraph 475 of the Complaint implicates legal  
12    conclusions, no response is required. To the extent that a response is required, Dish  
13    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
14    475 of the Complaint.

15    476. To the extent paragraph 476 of the Complaint implicates legal  
16    conclusions, no response is required. To the extent that a response is required, Dish  
17    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
18    476 of the Complaint.

19    477. To the extent paragraph 477 of the Complaint implicates legal  
20    conclusions, no response is required. To the extent that a response is required, Dish  
21    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
22    477 of the Complaint.

23    478. To the extent paragraph 478 of the Complaint implicates legal  
24    conclusions, no response is required. To the extent that a response is required, Dish  
25    CaliforniaDISH denies the allegations and characterizations contained in paragraph  
26    478 of the Complaint.

27    479. Paragraph 479 characterizes Entropic's belief and thus no response is  
28    required. To the extent paragraph 479 of the Complaint implicates legal conclusions,

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1 no response is required. To the extent that a response is required, Dish  
2 CaliforniaDISH denies the allegations and characterizations contained in paragraph  
3 479 of the Complaint.

4 **JURY DEMAND**

5 Dish CaliforniaDISH hereby requests a trial by jury on all issues so triable by  
6 right.

7 **PRAYER FOR RELIEF**

8 The section of the Complaint titled “Prayer for Relief” sets forth the statement  
9 of relief requested by Entropic to which no response is required. Dish CaliforniaDISH  
10 denies that Entropic is entitled to any relief sought in its Prayer for Relief or otherwise.

11 **AFFIRMATIVE AND ADDITIONAL DEFENSES**

12 480. Dish CaliforniaDISH incorporates by reference the foregoing paragraphs  
13 in their entirety and asserts the following affirmative and additional defenses. By  
14 asserting these affirmative and additional defenses, Dish CaliforniaDISH does not  
15 admit that it bears the burden of proof on any issue and does not accept any burden it  
16 would not otherwise bear. Dish CaliforniaDISH reserves all affirmative defenses  
17 permitted under the Federal Rules of Civil Procedure, the Patent Laws of the United  
18 States and/or at law or in equity that may now exist, or in the future be available,  
19 based on discovery and further investigation in this case, as well as the right to amend  
20 this Answer to include those defenses. Pursuant to Federal Rule of Civil Procedure  
21 8(c), Dish CaliforniaDISH, without waiver, limitation, or prejudice, hereby asserts the  
22 following affirmative and additional defenses.

23 **FIRST AFFIRMATIVE OR ADDITIONAL DEFENSE**

24 **(Limitation on Damages/Failure to Mark)**

25 481. Entropic’s request for “damages pursuant to 35 U.S.C. § 284 adequate to  
26 compensate Entropic for [Dish California’sDISH’s] past . . . infringement” for the  
27 period before Entropic filed the Complaint or allegedly notified Dish CaliforniaDISH  
28 of Entropic’s allegations of infringement of the Asserted Patents before March 9,

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1 2022, are barred by 35 U.S.C. § 286. The relief sought by Entropic based on Dish  
2 California'sDISH's alleged infringement of the Asserted Patents is further limited by  
3 35 U.S.C. § 287 to the extent Entropic, any predecessors-in-interest, or its licensees  
4 failed to mark allegedly practicing products.

5 **SECOND AFFIRMATIVE OR ADDITIONAL DEFENSE**

6 **(License and Waiver)**

7 482. Although DishCaliforniaDISH lacks knowledge or information  
8 sufficient to form a belief as to the truth of Entropic's admission that the Asserted  
9 Patents are standard essential patents for at least one version of the MoCA standard,  
10 if true, Entropic's claims are barred, in whole or in part, by actual license, the doctrine  
11 of implied license, and/or waiver. These licenses include, but are not limited to,  
12 express or implied licenses arising from Entropic Communications, Inc.'s and/or  
13 MaxLinear's participation in the Multimedia over Coax Alliance ("MoCA"), as well  
14 as the MoCA "Intellectual Property Rights (IPR) Policy" (hereinafter, the "MoCA  
15 IPR Policy").

16 483. Although DishCaliforniaDISH lacks knowledge or information  
17 sufficient to form a belief as to the truth of Entropic's admission that the Asserted  
18 Patents are standard essential patents for at least one version of the MoCA standard,  
19 if true, Entropic's claims are further barred, in whole or in part, based on its waiver  
20 of its claims. DishCaliforniaDISH reasonably relied on Entropic's and its  
21 predecessors-in-interest, Entropic Communications, Inc.'s and MaxLinear's, conduct  
22 in various MoCA meetings indicating that Entropic Communications, Inc. or  
23 MaxLinear would not enforce patents that cover functionality and features that it had  
24 publicly disclosed in various MoCA proposals.

25 484. DishCaliforniaDISH reasonably relied on its knowledge of Entropic  
26 Communications, Inc.'s and MaxLinear's MoCA proposals, and Entropic  
27 Communications, Inc.'s and MaxLinear's active and public endorsement of its MoCA  
28 proposals to reasonably infer that alleged rights that covered such similar technology,

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1 features, and functionality as those that were publicly disclosed in the MoCA  
2 proposals, would not be enforced against [Dish CaliforniaDISH](#).

3 485. Although Entropic Communications, Inc. publicly disclosed the features  
4 and functionality of the MoCA proposals, Entropic, Entropic Communications, Inc.  
5 and MaxLinear did not seek to enforce patents covering the same features and  
6 functionality for nearly two decades. Consequently, [Dish CaliforniaDISH](#) is licensed  
7 and impliedly licensed to the Asserted Patents, and the allegations against [Dish](#)  
8 [CaliforniaDISH](#) are waived.

9 **THIRD AFFIRMATIVE OR ADDITIONAL DEFENSE**

10 (Equitable Estoppel)

11 486. Although [Dish CaliforniaDISH](#) lacks knowledge or information  
12 sufficient to form a belief as to the truth of Entropic's admission that the Asserted  
13 Patents are standard essential patents for at least one version of the MoCA standard,  
14 if true, Entropic's claims are also barred in whole or in part by the doctrine of  
15 equitable estoppel at least because [Dish CaliforniaDISH](#) reasonably relied on Entropic  
16 or its predecessors-in-interests' conduct as a Founder, Adopter, and Supplier of  
17 MoCA technology as well as Entropic's predecessors-in-interests' participation in  
18 MoCA.

19 487. As a Founder of MoCA, Entropic Communications, Inc. helped develop  
20 the MoCA specifications that required Adopters of MoCA to comply with the  
21 specification. Entropic, Entropic Communications, Inc., and MaxLinear did not seek  
22 a license from [Dish CaliforniaDISH](#) for the use of any patents it considered essential  
23 to MoCA before filing this litigation.

24 488. [Dish California'sDISH's](#) affiliates participated in MoCA with the  
25 understanding the Entropic Communications, Inc. and any future affiliates including  
26 Entropic would license any of its patents related to MoCA to other parties to  
27 manufacture components implementing MoCA.

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1       489.    Based on this conduct, it was reasonable for Dish CaliforniaDISH to  
2 believe that Entropic would not enforce the Asserted Patents against the MoCA  
3 specification that Entropic Communications, Inc. and MaxLinear helped develop and  
4 encouraged MoCA members to adopt in their roles as a Founder and member.

5       490.    Dish CaliforniaDISH and its customers would be materially prejudiced  
6 if Entropic were allowed to proceed with its infringement claims for the Asserted  
7 Patents.

8       491.    Entropic is estopped from asserting one or more of the Asserted Patents  
9 because it has failed to comply with commitments made by Entropic and/or its  
10 predecessors-in-interest, to MoCA to license one or more of the Asserted Patents  
11 under fair, reasonable, and non-discriminatory (“RAND”) terms if Entropic’s  
12 admission that the Asserted Patents are standard essential patents for at least one  
13 version of the MoCA standard is true.

14      492.    Additionally, Entropic is estopped from seeking damages in an amount  
15 that exceeds a royalty rate that is consistent with commitments to license such patents  
16 under RAND terms if Entropic’s admission that the Asserted Patents are standard  
17 essential patents for at least one version of the MoCA standard is true.

18      493.    Entropic is estopped from seeking damages in this case exceeding the  
19 rate at which one or more of the Asserted Patents have been licensed to any other  
20 companies due to commitments made by Entropic and/or its predecessors-in-interest  
21 to MoCA to license one or more of the Asserted Patents under RAND terms during  
22 the MoCA’s consideration of the MoCA specifications at issue if Entropic’s  
23 admission that the Asserted Patents are standard essential patents for at least one  
24 version of the MoCA standard is true.

25      494.    Further, Entropic is estopped from enforcing the Asserted Patents and  
26 seeking damages in this case in light of the conduct described above including the  
27 lack of notice from Entropic and/or its predecessors-in-interest regarding any need  
28 to license the Asserted Patents until the filing of the Complaint or the March, 2022 letter,

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1 ~~Dish California's~~DISH's detrimental reliance on that conduct, and the damages ~~Dish~~  
2 ~~California~~DISH has suffered through this litigation.

3 **FOURTH AFFIRMATIVE OR ADDITIONAL DEFENSE**

4 **(Limitation on Damages Based on RAND Obligations)**

5 495. Although ~~Dish~~California~~DISH~~ lacks knowledge or information  
6 sufficient to form a belief as to the truth of Entropic's admission that the Asserted  
7 Patents are standard essential patents for at least one version of the MoCA standard,  
8 if true, Entropic and/or its predecessors-in-interest has undertaken, in accordance with  
9 the relevant rules and intellectual property rights policies of applicable Standard  
10 Setting Organizations ("SSOs"), to grant licenses to some entities under each of the  
11 Asserted Patents on RAND terms and conditions. Entropic has not, however, offered  
12 ~~Dish~~California~~DISH~~ fair, reasonable and nondiscriminatory royalty terms and rates  
13 that are proportionate to royalty terms and rates offered to other companies. As a  
14 beneficiary of the rules and intellectual property rights policies of the relevant SSOs  
15 (i.e., MoCA), ~~Dish~~California~~DISH~~ has the right to be granted license(s) to the  
16 Asserted Patents on RAND terms and conditions if Entropic's admission that the  
17 Asserted Patents are standard essential patents for at least one version of the MoCA  
18 standard is true. Entropic has failed to offer such a license. Entropic's failure to  
19 comply with its RAND obligations limits the damages, if any, available to Entropic  
20 in this action.

21 **FIFTH AFFIRMATIVE OR ADDITIONAL DEFENSE**

22 **(No Entitlement to Enhanced Damages)**

23 496. Entropic is not entitled to enhanced damages under 35 U.S.C. § 284 or  
24 pursuant to the Court's inherent powers.

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**SIXTH AFFIRMATIVE OR ADDITIONAL DEFENSE**

**(No Entitlement to Attorneys' Fees)**

497. Entropic is not entitled to attorneys' fees under 35 U.S.C. § 285 or pursuant to the Court's inherent powers.

**SEVENTH AFFIRMATIVE OR ADDITIONAL DEFENSE**

**(No Entitlement to a Finding of Exceptional Case)**

498. Entropic is not entitled to a finding that this case is exceptional under 35 U.S.C. § 285 or under the Court's inherent powers.

**EIGHTH AFFIRMATIVE OR ADDITIONAL DEFENSE**

**(Unenforceability)**

499. One or more of the Asserted Patents are unenforceable against [Dish CaliforniaDISH](#) because of estoppel, laches, waiver, unclean hands, patent exhaustion, implied license, and/or other equitable doctrines. Entropic and/or its predecessors-in-interest has engaged in standards-setting misconduct, including without limitation the breach of its commitments to license any essential patents on RAND terms rendering the Asserted Patents unenforceable if Entropic's admission that the Asserted Patents are standard essential patents for at least one version of the MoCA standard is true.

**NINTH AFFIRMATIVE OR ADDITIONAL DEFENSE**

**(Patent Exhaustion)**

500. Entropic's claims are barred, in whole or in part, to the extent that any allegedly infringing products or components thereof are supplied, directly or indirectly, to [Dish CaliforniaDISH](#) by any entity or entities having an express or implied license to the Asserted Patents, and/or Entropic's claims are barred, in whole or in part, under the doctrine of patent exhaustion. In this regard, to the extent that any of Entropic's accusations of infringement are based, in whole or in part, on

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1 Entropic Communications Inc. or MaxLinear components, such claims are barred and  
2 exhausted.

3 **TENTH AFFIRMATIVE OR ADDITIONAL DEFENSE**

4 **(Noninfringement of the Asserted Patents)**

5 501. [Dish California](#)[DISH](#) has not infringed and does not infringe, under any  
6 theory of infringement (including directly (whether individually or jointly) or  
7 indirectly (whether contributorily or by inducement) or under the doctrine of  
8 equivalents), any valid, enforceable claim of the Asserted Patents.

9 **ELEVENTH AFFIRMATIVE OR ADDITIONAL DEFENSE**

10 **(Invalidity of the Asserted Patents)**

11 502. Each asserted claim of the Asserted Patents is invalid for failure to  
12 comply with one or more of the requirements of the United States Code, Title 35,  
13 including without limitation, 35 U.S.C. §§ 101, 102, 103, and 112, and the rules,  
14 regulations, and laws pertaining thereto, and/or under other judicially created bases  
15 for invalidity and ineligibility, including, but not limited to, the non-statutory doctrine  
16 of double patenting, derivation and improper inventorship.

17 **TWELFTH AFFIRMATIVE OR ADDITIONAL DEFENSE**

18 **(Lack of Knowledge)**

19 503. To the extent that Entropic asserts that [Dish California](#)[DISH](#) indirectly  
20 infringes, either by contributory infringement or inducement of infringement, [Dish](#)  
21 [California](#)[DISH](#) is not liable to Entropic for the acts alleged to have been performed  
22 before [Dish California](#)[DISH](#) knew that its actions would cause indirect infringement.

23 **THIRTEENTH AFFIRMATIVE DEFENSE**

24 **(Lack of Standing)**

25 504. [As discussed more fully below in the counterclaims asserted by DISH,](#)  
26 [the assignment of the Asserted Patents to Entropic is defective. Entropic therefore](#)  
27 [lacks standing to assert infringement of the Asserted Patents.](#)

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## **THIRTEENTH AFFIRMATIVE DEFENSE**

## (Patent Misuse)

505. As discussed more fully below in the counterclaims asserted by DISH,  
Entropic has engaged in patent misuse, rendering the asserted patents unenforceable.

**RESERVATION OF ALL AFFIRMATIVE AND ADDITIONAL DEFENSES**

504.506. Dish California DISH hereby gives notice that it intends to rely upon any other matter constituting an avoidance or affirmative defense as set forth in Rule 8(c) of the Federal Rules of Civil Procedure, and that it reserves the right to seek leave to amend this Answer to add to, amend, withdraw, or modify these defenses as its investigation continues and as discovery may require.

## JURY DEMAND

505.507. Dish California DISH respectfully demands a trial by jury of all issues so triable in this matter.

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**COUNTERCLAIMS**

506. Counterclaimant In accordance with Rules 15 and 20 of the Federal  
Rules of Civil Procedure, Defendants-Counterclaimants DISH Network Corporation;  
DISH Network L.L.C.; Dish Network Service L.L.C., and Dish Network California  
Service Corp. (“Defendant” or “Dish California(collectively the “DISH  
Defendants”); together with Counterclaim-Plaintiff DISH Technologies L.L.C.  
(“DISH Technologies”)<sup>3</sup> (together with the DISH Defendants, “DISH”),  
through its their undersigned counsel, counterclaims and alleges against  
Plaintiff-Counter Defendant Entropic and Communications, LLC (“Entropic”);  
and against Counter Defendants MaxLinear, Inc. and MaxLinear  
Communications LLC (collectively “MaxLinear”) as follows:

**NATURE OF THE COUNTERCLAIMS**

507.1. Dish CaliforniaDISH brings these counterclaims in response to  
Entropic’s conduct in connection with filing and pursuing the present action and for  
Entropic and/or its predecessors-in-interests<sup>3</sup>interest’s breaches of their commitments  
to an industry alliancea standards-setting organization known as the Multimedia over  
Coax Alliance (or “MoCA”), and its members, and those who choose to implement  
MoCA standards. As to MaxLinear, DISH brings these counterclaims in response to  
MaxLinear’s participation in ownership of the patents-in-suit, its failure to adhere to  
the requirements of MoCA with respect to its sale and transfer of the patents-in-suit  
to Entropic and with respect to MaxLinear’s acts in concert with Entropic with respect  
to the patents-in-suit.

508. Entropic admits that the Asserted Patents are standard essential patents  
for at least one version of the MoCA standard.

<sup>3</sup> By virtue of this pleading, the DISH Defendants request permissive joinder of  
DISH Technologies as a counterclaim-plaintiff under Fed. R. Civ. P. 20(a)(1) as all  
of the DISH entities’ counterclaims arise out of the same transaction or occurrence  
(e.g., the MoCA IPR Policy) and include numerous questions of law and fact  
common to all DISH entities, as set forth below.

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1       509. ~~Dish California does not accept Entropic's contention that the Asserted~~  
2 ~~Patents in this action are necessary to products that implement any MoCA standard.~~  
3 ~~Also, to the extent Dish California products implement any part of any MoCA~~  
4 ~~standard, Dish California does not concede that any implementations of those parts in~~  
5 ~~its products practice the Asserted Patents. Nonetheless, Dish California has relied~~  
6 ~~upon Entropic and/or its predecessors in interests' membership in MoCA and, on~~  
7 ~~information and belief, Entropic and/or its predecessors in interests' agreement to be~~  
8 ~~bound by the MoCA IPR Policy, that all patent controversies may be avoided based~~  
9 ~~on the offer of patent licenses on reasonable rates and non-discriminatory terms and~~  
10 ~~conditions.~~

11       510. ~~To the extent the Asserted Patents cover Essential Patent Claims as~~  
12 ~~defined in the MoCA IPR Policy and because MaxLinear, Entropic, and/or its~~  
13 ~~predecessors in interest promised that it would license any such patents on fair,~~  
14 ~~reasonable, and non-discriminatory terms and conditions, companies that rely on~~  
15 ~~those commitments are entitled to avoid becoming embroiled in patent controversies~~  
16 ~~and to receive the benefit of an offer of a reasonable and non-discriminatory license.~~

17       511. ~~Accordingly, Dish California seeks relief arising from MaxLinear,~~  
18 ~~Entropic, and/or its predecessors in interests' tortious conduct in filing the present~~  
19 ~~action and the circumstances surrounding the filing. In addition, Dish California~~  
20 ~~seeks relief from MaxLinear, Entropic, and/or its predecessors in interests' violation~~  
21 ~~of their obligations, pursuant to the MoCA IPR Policy, by demanding excessive and~~  
22 ~~discriminatory royalties from Dish California for patents that Entropic contends are~~  
23 ~~essential to the MoCA standards.~~

24       2. ~~Technical standards are essential to the modern world. The adoption of~~  
25 ~~standardized technology allows for interoperability between devices made by~~  
26 ~~different manufacturers. Generally speaking, product designers and manufacturers~~  
27 ~~are willing to invest heavily in the development of equipment and software compliant~~  
28 ~~with technical standards because of the promise that the equipment and software will~~

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1 operate with other devices and software compliant with the standard. Standards may  
2 also reduce the investment needed to develop new technologies as the cost of  
3 developing technologies can be spread among various companies working together to  
4 create the standard.

5       3.    However, technical standards also create risks of “lock-in” and “patent  
6 hold-up.” “Lock-in” refers to a problem whereby, once a standard has been widely-  
7 accepted in an industry, it can be difficult for a company to choose not to use the  
8 standard. “Patent Hold-Up” refers to a problem where a single patent owner can  
9 “hold-up” an entire industry based on claims that the patent-owner’s patents are  
10 necessary to practice the standard. Thus, while standards have great benefits,  
11 standards also present a significant risk that a single company can encourage adoption  
12 of its patented technology into a standard, lie around in wait for the standard to be  
13 widely-adopted, and then demand exorbitant damages—lest a company be at a severe  
14 competitive disadvantage from no longer being able to implement the standardized  
15 technology.

16       4.    To address these potential risks—and to avoid falling afoul of the anti-  
17 trust laws—standards organizations have adopted policies governing how the  
18 promulgators of a standard behave with respect to those who choose to implement the  
19 standard. Generally, such policies require that patent owners who contribute to the  
20 creation of a standard, or who are members of the standards-setting organization,  
21 promise to grant licenses to patents to any implementor of the standard on fair,  
22 reasonable, and non-discriminatory (“RAND”) terms.

23       5.    As courts have found, the RAND promise must be available to all-  
24 comers, regardless of whether the potential licensee is a member of the standards-  
25 setting organization. Without the guarantee that RAND terms are available to all, a  
26 small number of companies may be able to coordinate to develop a standard, cross-  
27 license each other, but then hold-up all others once a standard has become widely-  
28 adopted.

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6. As with most standards-setting organizations, MoCA has promulgated a policy directing how organizations that participate in its standards-setting are to behave with respect to licensing of intellectual property related to MoCA standards. Also, as with most standards-setting organizations, MoCA directs its members, and those members agree, to license intellectual property essential to the practice of MoCA standards on “reasonable and non-discriminatory” (“RAND”) terms. This is a contractual promise between each member and MoCA and between the members, for the benefit of those members and other organizations that choose to implement MoCA standards.

7. Entropic Communications, Inc. (“Original Entropic”)—the original assignee of the patents currently asserted by Entropic in this case—agreed as a member of MoCA to license patents essential to MoCA on RAND terms. MaxLinear—a member of MoCA’s Board of Directors since 2015—affirmed that promise when it acquired Original Entropic. However, when MaxLinear sold the patents originally owned by Original Entropic to the Entropic entity that is the plaintiff in this case, it failed to include language required by MoCA concerning RAND and misrepresented whether the patents were RAND encumbered. Since acquiring the Original Entropic patents, the Entropic entity that is the plaintiff in this case has failed to honor Original Entropic’s and MaxLinear’s RAND promises, and has failed to offer DISH RAND terms despite DISH’s repeated requests.

8. Accordingly, DISH seeks relief arising from MaxLinear's and Entropic's tortious conduct relating to the transfer of the patents currently asserted against DISH and the filing of the present lawsuit. DISH also seeks redress for MaxLinear's and Entropic's conduct in violation of the anti-trust laws. DISH also seeks to hold Entropic to the promises made by the predecessors-in-interest to patents asserted in this case, and for redresses for Entropic (and MaxLinear's) breaches of their contractual duties to MoCA, MoCA members, and MoCA implementors.

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**PARTIES**

9. Defendant and Counterclaim-Plaintiff DISH Network Corporation is a  
3 Nevada corporation, with a principal place of business at 9601 S. Meridian Boulevard,  
4 Englewood, Colorado 80112

5 Defendant and Counterclaim-Plaintiff DISH Network L.L.C. is a  
6 Colorado Limited Liability Company, with a principal place of business at 9601 S.  
7 Meridian Boulevard, Englewood, Colorado 80112.

8 Defendant and Counterclaim-Plaintiff Dish Network Service, L.L.C. is a  
9 Colorado Limited Liability Company, with a principal place of business at 9601 S.  
10 Meridian Boulevard, Englewood, Colorado 80112.

11 512.12. Defendant and Counterclaim-Plaintiff Dish California is a wholly owned  
12 subsidiary of DISH Network L.L.C., and is a Colorado Corporation with its principal  
13 place of business at 9601 S. Meridian Boulevard, Englewood, Colorado 80112.

14 13. Counterclaim-Plaintiff DISH Technologies L.L.C. is a Colorado  
15 Corporation with its principal place of business at 9601 S. Meridian Boulevard,  
16 Englewood, Colorado 80112.

17 513.14. On information and belief, Plaintiff and Counterclaim-Defendant  
18 Entropic Communications LLC is a Delaware limited liability company with an office  
19 at 7150 Preston Road, Suite 300, Plano, Texas 75024.

20 514.15. On information and belief, MaxLinear, Inc., a Counterclaim-Defendant,  
21 is a Delaware corporation, with a principal place of business at 5966 La Place Court  
22 Suite 100, Carlsbad, CA 92008.

23 515.16. On information and belief, MaxLinear Communications LLC is an  
24 affiliate of MaxLinear, Inc., and is a Delaware limited liability company with a  
25 principal place of business at 5966 La Place Court Suite 100, Carlsbad, CA 92008.  
26 Collectively, MaxLinear, Inc. and MaxLinear Communications LLC are referred to  
27 as "MaxLinear."

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**JURISDICTION AND VENUE**

516.17. Dish California'sDISH's declaratory judgment counterclaims arise under Title 35 of the United States Code. The Court has subject matter jurisdiction over them under 28 U.S.C. §§ 1331, 1338, 2201, and 2202 as they arise under an Act of Congress relating to patents, patent infringement, and the Declaratory Judgment Act. This Court has jurisdiction over DISH's anti-trust claims pursuant to at least 15 U.S.C. § 1. In addition, the Court has subject matter jurisdiction under 28 U.S.C. § 1367, because the state law counterclaims form part of the same case or controversy and arise from a common nucleus of operative fact as the federal patent infringement claims being asserted against Dish CaliforniaDISH by Entropic.

517.18. Entropic has consented to personal jurisdiction by commencing an action alleging patent infringement in this District, as set forth in Entropic's Complaint.

518.19. This Court has general personal jurisdiction over MaxLinear because MaxLinear conducts systematic and regular business within the State of California by, *inter alia*, providing integrated circuits and software products, as well as systems-on-chip solutions used for multimarket applications.

519.20. Upon information and belief, MaxLinear maintains a regular and established place of business within this district at 50 Parker, Irvine, CA 92618.

520.21. Venue over Dish California'sDISH's counterclaims is proper, to the extent that venue over Entropic's claims is proper, under 28 U.S.C. §§ 1391(b) and 1400(b).

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**FACTUAL BACKGROUND**

**2 The Multimedia over Coax Alliance (“MoCA”)**

3 22. MoCA is an independent, non-profit standard-setting organization  
4 (“SSO”) that produces accepted standards for in-home networking.<sup>4</sup> MoCA’s  
5 founding More specifically, MoCA promulgates, publishes, and promotes standards  
6 that allow for IP networking using legacy coaxial cabling.

7 521.23. MoCA was founded in 2004. Founding members in 2004  
8 included Cisco Systems, Comcast, EchoStar, Technologies Corporation (an affiliate  
9 of DISH), Entropic Communications, Matsushita Electric (Panasonic), Motorola,  
10 Radio Shack Corporation, and Toshiba.<sup>5</sup> By 2008, additional digital entertainment  
11 providers such as Cox, Verizon, AT&T, DirecTV, and Time Warner Cable joined  
12 MoCA.<sup>6</sup> In addition to digital entertainment providers, silicon makers such as  
13 Broadcom Corporation (by way of its acquisition of Octalica), Conexant Systems,  
14 Inc., BroadLight, Inc., Applied Micro Circuits Corporation, and Texas Instruments

15  
16  
17 <sup>4</sup> MoCA Frequently Asked Questions (mocalliance.org),  
18 <https://mocalliance.org/about/faqs.php> (last visited Sept. 21, 2023)

19 <sup>5</sup> “8 Technology Leaders Form Multimedia Over Coax Alliance to Enable  
20 Entertainment Devices to Interconnect Throughout the Home Via Coax Cabling,”  
21 *MoCA*, January 5, 2004 (archive), *available at*  
[https://web.archive.org/web/20150204230050/http://www.mocalliance.org/news/pr\\_040105\\_8\\_tech\\_leaders\\_form\\_moca.htm](https://web.archive.org/web/20150204230050/http://www.mocalliance.org/news/pr_040105_8_tech_leaders_form_moca.htm) (last visited Sept. 21, 2023)

22 <sup>6</sup> Cox and Verizon Join Multimedia over Coax Alliance,  
23 [https://web.archive.org/web/20150204230053/https://mocalliance.org/news/pr\\_050809\\_cox\\_and\\_vorizon\\_joins\\_moca.htm](https://web.archive.org/web/20150204230053/https://mocalliance.org/news/pr_050809_cox_and_vorizon_joins_moca.htm) (last visited Sept. 21, 2023); AT&T  
24 Laboratories [sic] Is Newest Member of MoCA™,  
25 [https://mocalliance.org/news/pr\\_060606\\_ATandT\\_Joins\\_MoCA.php](https://mocalliance.org/news/pr_060606_ATandT_Joins_MoCA.php) (last visited Sept. 21, 2023); DirecTV Joins MoCA,  
26 [https://mocalliance.org/news/pr\\_050508\\_directv\\_joins\\_moca.php](https://mocalliance.org/news/pr_050508_directv_joins_moca.php) (last visited Sept. 21, 2023); Time Warner Cable Joins MoCA,  
27 [https://mocalliance.org/news/pr\\_070108\\_time\\_warner\\_cable\\_joins\\_moca.php](https://mocalliance.org/news/pr_070108_time_warner_cable_joins_moca.php) (last  
28 visited Sept. 21, 2023)

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1 joined MoCA including as contributors.<sup>7</sup> ViXS Systems Inc. joined MoCA on  
2 September 10, 2009.<sup>8</sup>

3 ~~522. EchoStar (an affiliate of Dish California) was a founding member of~~  
4 ~~MoCA in 2004.<sup>9</sup> On information and belief, affiliates of Dish California were~~  
5 ~~exploring multiple alternatives for home networking technologies for transmission of~~  
6 ~~video including via Ethernet and wireless mediums. On information and belief,~~  
7 ~~affiliates of Dish California were also seeking to develop a standard that multiple~~  
8 ~~manufacturers could implement to foster multiple sources of supply. On information~~  
9 ~~and belief, EchoStar (now DISH Technologies L.L.C., an affiliate of Dish California)~~  
10 ~~participated in MoCA because of the commitment of its members, including Entropic~~  
11 ~~Communications, Inc., that MoCA technology would be licensed to allow other~~  
12 ~~manufacturers to use MoCA related patents.~~

13

14

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15 <sup>7</sup> Broadcom, Conexant and BroadLight Upgrade to MoCA's New,  
16 <https://www.globenewswire.com/news-release/2007/06/26/361527/7047/en/Broadcom-Conexant-and-BroadLight-Upgrade-to-MoCA-s-New-Contributor-Class.html> (last visited Sept. 21, 2023); Broadcom  
17 Jump Starts MOCA Strategy | Light Reading, <https://www.lightreading.com/cable-video/broadcom-jump-starts-moca-strategy/d/d-id/641350> (last visited Sept. 21, 2023);  
18 MoCA Adds Additional Silicon Vendor, [https://mocalliance.org/news/pr\\_060214\\_MoCA\\_Adds\\_Silicon\\_Vendor.php](https://mocalliance.org/news/pr_060214_MoCA_Adds_Silicon_Vendor.php) (last  
19 visited Sept. 21, 2023); MoCA Adds Another Silicon Vendor in AMCC, [https://mocalliance.org/news/pr\\_060829\\_MoCA\\_Adds\\_AMCC.php](https://mocalliance.org/news/pr_060829_MoCA_Adds_AMCC.php) (last visited  
20 Sept. 21, 2023); MoCA™ Expands Membership to Include Texas Instruments,  
21 [https://mocalliance.org/news/pr\\_061106\\_MoCA\\_Adds\\_Texas\\_Instruments.php](https://mocalliance.org/news/pr_061106_MoCA_Adds_Texas_Instruments.php) (last  
22 visited Sept. 21, 2023)  
23

24 <sup>8</sup> ViXS Systems Joins MoCA®, [https://mocalliance.org/news/prM\\_090910\\_ViXS\\_Systems\\_Joins\\_MoCA.php](https://mocalliance.org/news/prM_090910_ViXS_Systems_Joins_MoCA.php) (last  
25 visited Sept. 21, 2023)

26 <sup>9</sup> ~~“8 Technology Leaders Form Multimedia Over Coax Alliance to Enable~~  
27 ~~Entertainment Devices to Interconnect Throughout the Home Via Coax Cabling,”~~  
28 ~~MoCA, January 5, 2004 (archive), available at~~ [https://web.archive.org/web/20150204230050/http://www.mocalliance.org/news/pr\\_040105\\_8\\_tech\\_leaders\\_form\\_moca.htm](https://web.archive.org/web/20150204230050/http://www.mocalliance.org/news/pr_040105_8_tech_leaders_form_moca.htm) (last visited Sept. 21, 2023)

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1 523. MaxLinear, Inc. joined MoCA as an associate member as of August 17,  
2 2011.<sup>10</sup> MaxLinear, Inc. acquired Entropic Communications Inc. in 2015, after which  
3 MaxLinear, Inc. became a member of the MoCA Board of Directors.<sup>11</sup> MaxLinear,  
4 Inc. remains a member of the MoCA Board of Directors.<sup>12</sup> On information and belief,  
5 MaxLinear signed a membership agreement for MoCA.

6 524. In general, industry standards such as those promulgated by MoCA, are  
7 beneficial because they help allow devices created by one company to communicate  
8 with devices made by another, and component manufacturers can implement  
9 standards that will operate in a variety of end products. Standardization, therefore,  
10 helps ensure products created by one company will interoperate with another  
11 company's products. By as early as 2005, MoCA companies had demonstrated  
12 interoperability.<sup>13</sup>

13 525. Industry standards, however, can harm competition and consumers when  
14 companies, such as Entropic, allege they own patents they deem essential to the  
15 standards and then demand excessive royalties for their use. Inclusion of a patented  
16 technology in a standard can grant substantial market power to the patent owner.  
17 Although alternative technologies may be selected while developing the standard,  
18 once a standard is adopted, those alternatives often may no longer be workable.  
19 Companies using certain aspects of the standard such as by incorporating MoCA  
20 compatible chips in set top boxes make substantial investments that are tied to using

21  
22 <sup>10</sup> MaxLinear Signs Up to MoCA, [https://mocalliance.org/news/prM\\_110817\\_MaxLinear\\_Signs\\_Up\\_to\\_MoCA.php](https://mocalliance.org/news/prM_110817_MaxLinear_Signs_Up_to_MoCA.php) (last visited Sept. 21, 2023)

23 <sup>11</sup> MaxLinear, Inc., Joins MoCA Board of Directors, [https://www.globenewswire.com/en/news-release/2015/05/13/735634/7047/en/MaxLinear\\_Inc\\_Joins\\_MoCA\\_Board\\_of\\_Directors.html](https://www.globenewswire.com/en/news-release/2015/05/13/735634/7047/en/MaxLinear_Inc_Joins_MoCA_Board_of_Directors.html) (last visited Sept. 21, 2023)

24 <sup>12</sup> Board of Directors, <https://mocalliance.org/about/board.php> (last visited Sept. 21, 2023)

25 <sup>13</sup> MoCA Completes Plugfest For 270 Mbps Home Nets over Coax Converge Digest, <https://convergedigest.com/moca-completes-plugfest-for-270-mbps/> (last visited Sept. 21, 2023)

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1 the standard. The costs associated with abandoning the previously adopted standard  
2 in favor of an alternative may be completely infeasible for technical or economic  
3 reasons unrelated to the value of the underlying patented technology. As a result, the  
4 industry may become “locked in” to a standard.

5 26. SSOs, such as MoCA, have adopted policies to address the potential  
6 harms from lock in of a standard, including the risk that patent holders can “hold up”  
7 users of the standard by taking advantage of their dependence on the standard. SSOs  
8 such as MoCA also adopt these policies to ensure that standard setting is pro-  
9 competitive and not open to abuse.

10 24. MoCA adopted such a policy. MoCA’s The first version of the MoCA  
11 standard (Version 1.0) was ratified and published in 2006. Since that time, MoCA  
12 members have continued to develop newer versions of the MoCA Standard. MoCA  
13 1.1 was published in 2007, with an Extension published in 2010. MoCA 2.0 was  
14 published in 2010. MoCA 2.5 was published in 2016; and MoCA 3.0 was published  
15 in 2021.

16 **The MoCA Contract**

17 25. According to MoCA, “MoCA® provides a forum and environment  
18 where Alliance members meet to develop multi-gigabit coaxial connectivity  
19 standards.”<sup>14</sup> However, in order to participate in MoCA, Alliance members must  
20 enter into contracts with MoCA that govern the member’s behavior with respect to  
21 MoCA.

22 26. On information and belief, and as set forth in the MoCA Corporate  
23 Bylaws, [REDACTED]

27 28 <sup>14</sup> “About MoCA(r), the Multimedia over Coax Alliance,” available at  
29 <https://mocalliance.org/about/index.php> (last visited January 9, 2024).

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1 [REDACTED]  
2 [REDACTED]<sup>15</sup> Exhibit 1, MoCA Bylaws at ¶ 3.1-3.3.  
3 [REDACTED]

4 [REDACTED] An exemplar un-executed  
5 Promoter Member Agreement is attached as Exhibit 2 (“Promoter Member  
6 Agreement”).

7 28. Pursuant to the terms of the Promoter Member Agreement, the Promoter  
8 Member agrees to abide by the MoCA Intellectual Property Rights (“IPR”) Policy  
9 and “Antitrust Guidelines,” both attachments to the Promoter Member Agreement.  
10 Promoter Member Agreement, §§ 3.1, 6. Thus, the Promotor Agreement, including  
11 the IPR Policy and the Antitrust Guidelines, constitute an enforceable contract  
12 between the Promoter Member, MoCA, and the other members of MoCA.

13 29. A true and correct copy of the MoCA IPR Policy is attached as Exhibit  
14 3.<sup>16</sup>

15 327.30. Pursuant to its express terms, MoCA’s IPR Policy “applies to all  
16 Alliance Parties and their Affiliates (as defined below)[.]”<sup>17</sup> MoCA IPR Policy § 1.  
17 The IPR defines “Alliance Party(ies)” as “a Participant or a Voting Member.” MoCA  
18 IPR Policy § 2. One objective of MoCA’s IPR policy was to “maximize the  
19 likelihood of widespread adoption of such specifications.” MoCA IPR Policy § 1.

20 328.31. As to the rights and obligations, the MoCA IPR Policy requires  
21 each member to grant a license to “Essential Patent Claims” in Section 5.1.1: “[E]ach

22 <sup>15</sup> A copy of the MoCA Corporate Bylaws (“Bylaws”) is attached as Exhibit 1.  
23 DISH reserves the right to address other versions of the Corporate Bylaws should  
24 Entropic and/or MaxLinear contend that a different version is applicable to the  
present dispute.

25 <sup>16</sup> The relevant version of the IPR Policy is attached as Exhibit 3. To the extent  
26 Entropic and/or MaxLinear alleges that another revision of the IPR Policy should  
apply, DISH reserves the right to address other versions of the IPR Policy.

27 <sup>17</sup> MoCA IPR Policy, publicly available at [https://www.essentialpatentblog.com/wp-content/uploads/sites/64/2013/05/MOCA\\_IPR\\_Policy\\_Approved\\_1\\_24\\_11.pdf](https://www.essentialpatentblog.com/wp-content/uploads/sites/64/2013/05/MOCA_IPR_Policy_Approved_1_24_11.pdf) (last  
28 visited Sept. 21, 2023)

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1 Alliance Party shall offer to license to the requesting Alliance Party(ies) . . . such  
2 Alliance Party's and its Affiliates' Essential Patent Claims to the extent necessary to  
3 use, make, have made, offer for sale, sell and import Fully Compliant Products in  
4 conformance with or as described in such Approved Draft Deliverable." The MoCA  
5 IPR [policy](#)[Policy](#) requires the license be fair, reasonable, and nondiscriminatory:  
6 "Such licenses shall be non-exclusive, non-transferable, non-sublicensable, world  
7 wide, and on fair, reasonable and nondiscriminatory terms and conditions  
8 (collectively, 'RAND') which may include defensive suspension provisions." MoCA  
9 IPR Policy § 5.1.1.

10 [529.32.](#) The MoCA IPR Policy also includes an anti-circumvention clause.  
11 Specifically, the policy states: "Each Alliance Party further represents and warrants  
12 and agrees that it has not and will not intentionally transfer or otherwise encumber its  
13 patents that reasonably may contain Essential Patent Claims for the purpose of  
14 circumventing the obligation to grant licenses contained in this IPR Policy." MoCA  
15 IPR Policy § 4.1.2. Should a transfer of "Essential Patent Claims" take place, the IPR  
16 Policy requires "any agreement for transferring or assigning Essential Patent Claims  
17 includes a provision that such transfer or assignment is subject to existing licenses  
18 and obligations to license imposed on the Alliance Party by this Agreement and the  
19 Alliance Bylaws." MoCA IPR Policy § 5.1.2.

20 [33. On information and belief, including because it was a founding member](#)  
21 [of MoCA, Original Entropic executed a "Promoter Member Agreement" or](#)  
22 [agreement of similar scope. Pursuant to the terms of the Promoter Member](#)  
23 [Agreement,](#) [REDACTED]

24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]

**REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL**

1       34. On information and belief, including because MaxLinear is listed as a  
2 “Promoter” and member of MoCA’s Board of Directors on MoCA’s website,<sup>18</sup>  
3 MaxLinear executed a “Promoter Member Agreement” or agreement of similar scope.  
4 See Ex. 4. Pursuant to the terms of the Promoter Member Agreement, [REDACTED]

5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11       35. “Voting Members” and “Participants” (i.e., “Associates” and  
12 “Contributors”) must also execute agreements (see MoCA Bylaws §§ 3.2, 3.3).  
13 Exemplar copies of agreements executed by “Participants” are attached as Exhibit 5  
14 (“Contributor Agreement”) and Exhibit 6 (“Associate Agreement”). Each of these  
15 agreements also require that members comply with the terms of the IPR Policy. See  
16 Contributor Agreement, § 4; Associate Agreement, § 4. On information and belief,  
17 at least MaxLinear has also executed at least the Associate Agreement. See Ex. 7.

18

19 **Events Leading to DISH’s Counterclaims**

20       36. DISH has been forced to bring these counterclaims to vindicate the  
21 promises embodied in the MoCA IPR Policy and to seek redress for the harms it has  
22 suffered for MaxLinear’s and Entropic’s actions in violation of the MoCA IPR Policy.

23       37. In its complaint and infringement contentions, Entropic alleges that the  
24 DISH Defendants infringe certain claims (“the Asserted Claims”) of U.S. Patent Nos.  
25 U.S. Patent Nos. 7,295,518; 7,594,249; 7,889,75; 8,085,802; 9,838,213; 10,432,422;  
26 8,631,450; 8,621,539; 8,320,566; 10,257,566; 8,228,910; 8,363,681 (collectively,

27

28       <sup>18</sup> See “Our Members,” available at <https://mocalliance.org/about/members.php>

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1 “the Asserted Patents” or “Asserted Patents”). Entropic’s allegations of infringement  
2 are based on DISH’s alleged incorporation of MoCA standards into its products.

3 38. Entropic has alleged that the Asserted Claims are necessarily infringed  
4 by compliance with at least one version of the MoCA Standards. As such, as Entropic  
5 has alleged infringement, the Asserted Claims are “Essential Patent Claims” as  
6 defined by the MoCA IPR Policy. *See MoCA IPR Policy, Definitions.*

7 39. For the avoidance of doubt, DISH does not accept Entropic’s contention  
8 that the Asserted Claims in this action are necessary to products that implement any  
9 MoCA standard. Also, to the extent DISH products implement any part of any MoCA  
10 standard, DISH does not concede that any implementations of those parts in its  
11 products practice the Asserted Claims. Nonetheless, DISH has relied upon Entropic  
12 and/or its predecessors-in-interests’ membership in MoCA and, on information and  
13 belief, Entropic and/or its predecessors-in-interests’ agreement to be bound by the  
14 MoCA IPR Policy, that all patent controversies may be avoided based on the offer of  
15 patent licenses on reasonable rates and non-discriminatory terms and conditions.

16 40. As noted above, the patents in this case were originally assigned to  
17 Original Entropic. Because Original Entropic, on information and belief, executed  
18 the Promoter Member Agreement (or similar agreement), and to the extent the  
19 Asserted Claims are Essential Patent Claims as defined in the MoCA IPR Policy,  
20 Original Entropic and any subsequent owner or assignee of the Asserted Patents is  
21 obligated to license the Asserted Patents on RAND terms.

22 41. Original Entropic acknowledged its obligation to comply with the MoCA  
23 IPR Policy. In its 2012 Annual Report filed with the U.S. Securities and Exchange  
24 Commission, it stated that, “[i]n connection with our membership in MoCA, we are  
25 required to license any of our patent claims that are essential to implement the MoCA  
26 specification to other MoCA members under reasonable and non-discriminatory  
27 terms.”

**REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL**

1       42. MaxLinear acquired Original Entropic (including the Asserted Patents)  
2 in 2015.

3       43. Because MaxLinear, on information and belief, has at least executed a  
4 Promoter Member Agreement and an Associate Agreement (or similar agreements),  
5 and to the extent the Asserted Claims are Essential Patent Claims as defined in the  
6 MoCA IPR Policy, MaxLinear and any subsequent owner or assignee of the Asserted  
7 Patents is obligated to license the Asserted Patents on RAND terms.

8       44. On information and belief, including at least because MaxLinear touted  
9 Entropic's MoCA patent portfolio in its 2015 and 2016 Annual Reports, MaxLinear  
10 was aware of Original Entropic's assertions that many of its patents were essential to  
11 the implementation of MoCA standards. Moreover, on information and belief,  
12 including at least because of MaxLinear's prior involvement with MoCA, MaxLinear  
13 was aware of the MoCA IPR Policy and the obligation to license MoCA essential  
14 patents on RAND terms.

15       45. However, MaxLinear reneged on the promises it made pursuant to the  
16 MoCA IPR Policy in 2021 when it transferred the Asserted Patents to Entropic.

17       46. The MoCA IPR Policy provides that “[a]ny sale, assignment or other  
18 transfer by an Alliance Party or its Affiliates to an unaffiliated third party of an  
19 Essential Patent Claim shall be subject to the terms in this IPR Policy.” MoCA IPR  
20 Policy, § 5.1.2. Moreover, the MoCA IPR Policy requires that “any agreement for  
21 transferring or assigning Essential Patent Claims includes a provision that such  
22 transfer or assignment is subject to . . . obligations to license imposed on the Alliance  
23 Party by this Agreement.” *Id.*

24       47. The Patent Purchase Agreement that transferred the rights in the  
25 Asserted Patents from MaxLinear to Entropic [REDACTED]

27 [REDACTED] To the contrary, MaxLinear represented in the Patent Purchase Agreement  
28 [REDACTED]

**REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL**

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED] See

5 Ex. 8.

6 48. Since its acquisition of the Asserted Patents, Entropic has made no effort  
7 to comply with the MoCA IPR Policy.

8 49. On March 9, 2022, Entropic sent a letter to Mr. Tim Messner, General  
9 Counsel for DISH Network LLC at that time, alleging that DISH's "satellite television  
10 services infringe certain claims of these patent." The charts alleging infringement  
11 attached as an exhibit to that letter contain multiple references to MoCA. The letter  
12 makes no reference to the MoCA IPR Policy, nor does it make any offer to license  
13 the Asserted Patents on RAND terms.

14 50. On May 3, 2022, Messrs. Max Gratton and Ira Jamshidi discussed  
15 licensing Entropic's patent portfolio—including the Asserted Patents—with  
16 Entropic's CEO Mr. Boris Teksler. On that call, Messrs. Gratton and Jamshidi  
17 requested a licensing proposal from Entropic on behalf of DISH Network L.L.C. and  
18 all DISH entities, which Entropic agreed to provide. No license proposal was  
19 forthcoming.

20 51. On July 14, 2022, Entropic again agreed to provide terms for a license.  
21 Again, though, no license proposal was forthcoming.

22 52. On December 28, 2022, Mr. Teksler sent another letter to Mr. Messner.  
23 In that letter, Mr. Teksler and Entropic committed "to licensing its patents that cover  
24 MoCA technology on reasonable terms, without discrimination among similarly-  
25 situated providers (often called 'RAND terms.')." Still—no license proposal was  
26 forthcoming.

27 53. Instead of providing license terms, Entropic brought two suits against  
28 DISH entities. Entropic filed the present lawsuit on February 10, 2023. As with its

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1 previous letter, Entropic's allegations of infringement center on MoCA standards.  
2 However, Entropic's complaint contains no reference to the MoCA IPR Policy nor  
3 any obligation to license the Asserted Patents on RAND terms.

4 54. On March 31, 2023, Mr. Gratton again asked Entropic to provide license  
5 terms. In this written correspondence, Mr. Gratton "reiterate[d] [his] request for  
6 Entropic's RAND-compliant offer on the patents asserted as essential to the MOCA  
7 standard" and specifically requested Entropic's "RAND licensing rate sheet for the  
8 standard-essential patents." Again, though, no licensing proposal was received.

9 55. In a letter dated November 10, 2023, Mr. James Hanft, Vice President  
10 and Associate General Counsel for DISH Network L.L.C., again asked Entropic for a  
11 RAND-compliant offer. In that letter, Mr. Hanft detailed this history of the  
12 negotiations, including Entropic continuing failure to provide any RAND rates or a  
13 RAND-compliant offer, and noted "Entropic has no excuse for failing to provide such  
14 terms." Ex. 9.

15 56. To date, Entropic has refused to provide *any* licensing proposal, and the  
16 only monetary terms Entropic has identified is its claim for \$1,000,000,000 (One  
17 Billion Dollars), which it claims are the damages it is seeking in the present lawsuit.  
18 (See D.I. 76 at 11).

19 57. To date, Entropic has refused to confirm that it has any obligation to  
20 license the patents which it claims are essential to MoCA standards on RAND terms  
21 or that it will make a license offer compliant with its obligations during the pendency  
22 of this lawsuit.

23

24 **DISH Technologies Has Standing to Enforce the MoCA IPR Policy**

25 58. At least DISH Technologies has standing to enforce the MoCA IPR  
26 Policy in the present suit because it is a former member of MoCA and because it has  
27 and will continue to be harmed by Entropic and MaxLinear's refusal to license on  
28 RAND terms and other wrongful conduct.

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1       59. Dish Technologies was previously a Promoter Member of MoCA. More  
2 specifically, Dish Technologies was previously named EchoStar Technologies, who  
3 executed a Promoter Member Agreement at least as of 2004. EchoStar Technologies  
4 continued to be a member, including serving on the Board of Directors of MoCA,  
5 until 2019.

6       60. The MoCA IPR Policy explicitly provides that former members may  
7 enforce its terms.

8       61. For example, the MoCA IPR Policy provides that a “terminated Alliance  
9 Party shall be entitled to request or require any Alliance Party to license such Alliance  
10 Party’s Essential Patent Claims under Section 5.1 (RAND Licenses), but only to the  
11 extent necessary to use, make, have made, offer for sale, sell and import Fully  
12 Compliant Products in conformance with or as described in Draft Deliverables or  
13 Approved Draft Deliverables approved by the Board of Directors prior to such  
14 expiration or termination[.]” MoCA IPR Policy, §7.1.

15       62. DISH Technologies sells the DISH “Hopper” and “Joey” – products  
16 implicated in Entropic’s Complaint. According to the explicit terms of the MoCA  
17 IPR policy, DISH Technologies thus shall be “entitled” to require Entropic and/or  
18 MaxLinear to license patents essential to MoCA Standards on RAND terms. DISH  
19 Technologies therefore has standing to bring claims to enforce the terms of the IPR  
20 Policy.

21       63. Moreover, DISH Technologies has been harmed by Entropic’s and  
22 MaxLinear’s wrongful behavior. Entropic’s failure to license on RAND terms,  
23 MaxLinear’s failure to include RAND encumbrances in its assignment to Entropic,  
24 and the other wrongful acts undertaken by Entropic and MaxLinear, has harmed DISH  
25 Technologies’ ability to sell its product, including by raising its costs through this  
26 lawsuit. Moreover, DISH Technologies has also suffered diminution of reputation in  
27 the marketplace, including its reputation as an innovator. These harms underline  
28 DISH Technologies’ standing to enforce the terms of the MoCA IPR policy.

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**1 The DISH Defendants Have Standing to Enforce the MoCA IPR Policy**

2 64. The DISH Defendants each also have standing to enforce the MoCA IPR  
3 Policy because they are at least third-party beneficiaries of the promises embodied in  
4 the IPR Policy.

5 65. As courts have found, “[c]ompanies seeking to license under [FRAND]  
6 terms become third-party beneficiaries of the contract between the [SEP] holder and  
7 the [Standards Setting Organization (SSO)]. They are thus enabled to enforce the  
8 terms of that contract.” *HTC Corp. v. Telefonaktiebolaget LM Ericsson*, 12 F.4<sup>th</sup> 476,  
9 481 (5<sup>th</sup> Cir. 2021); *Microsoft Corp. v. Motorola, Inc.*, 795 F.3d 1024, 1031 (9<sup>th</sup> Cir.  
10 2015) (finding “an SEP holder cannot refuse a license to a manufacturer who commits  
11 to paying the RAND rate …”).

12 66. In order to comply with anti-trust laws, RAND licenses must be made  
13 available to both members **and** non-members of the SSO. See, e.g., *Ericsson, Inc. v.*  
14 *D-Link Sys., Inc.*, 773 F.3d 1201, 1209 (Fed. Cir. 2014) (noting that the FRAND  
15 commitment ensures that any standard implementor “cannot . . . maintain[] a patent  
16 monopoly” by refusing to “licens[e] others to use the invention or by granting licenses  
17 under special conditions designed to preserve that monopoly.”). This is because  
18 RAND obligations exist to protect the parties that must adopt a standard in order to  
19 conduct their business—regardless of membership in the SSO. If the RAND-promise  
20 were limited to only members of the SSO, then a small group of companies could  
21 work together to create a standard and then hold up others who wish to make  
22 interoperable devices or services with exorbitant patent rates.

23 67. Entropic alleges that DISH has implemented MoCA standards. DISH  
24 has also asked for RAND terms for the license. Accordingly, DISH is and should be  
25 a third-party beneficiary of the MoCA IPR Policy.

26 68. The MoCA IPR Policy is consistent. For example, the MoCA IPR Policy  
27 explains that the policy “is intended to maximize the likelihood of widespread  
28 adoption” of MoCA specification. MoCA IPR Policy, § 1. Widespread adoption is

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1 only possible when the RAND promise applies to any implementor of the MoCA  
2 standards beyond the handful of member companies.

3 69. In line with this stated goal, MoCA routinely promoted the use of MoCA  
4 technology by non-members. For example, MoCA published brochures urging in-  
5 home television service providers and installers, such as the DISH Defendants, to  
6 adopt MoCA technology. See, e.g., Ex. 10. Such promotion did not indicate that a  
7 company need be a member of MoCA in order to avoid exorbitant non-RAND patent  
8 licensing demands. See id.

9 70. The MoCA IPR Policy also provides that the policy “is designed and  
10 intended to comply with all applicable law, including federal and state anti-trust  
11 laws.” MoCA IPR Policy, § 1. In order to comply with anti-trust laws, a SSO’s  
12 RAND guarantee must apply to all-comers, not just members.

13 71. The DISH Defendants are also intended beneficiaries of the MoCA IPR  
14 Policy because of their relationship with former MoCA member companies.

15 72. As discussed above, at least EchoStar Technologies Corporation  
16 (“EchoStar”)—now DISH Technologies, LLC—was previously a promoter member  
17 of MoCA. The DISH Defendants are either sister subsidiaries or parent corporations  
18 of DISH Technologies, LLC.

19 73. Moreover, while it had not executed a formal agreement, “DISH”  
20 (collectively) became a de facto member of MoCA through a course of conduct. In  
21 its internal MoCA documents relating to meetings of the Board of Directors spanning  
22 at least three years, for example, “DISH” (without specifying which DISH entity) is  
23 listed as a member of MoCA’s Board of Directors and DISH’s MoCA representative  
24 participated in meetings of the Board of Directors. See, e.g., Ex. 11 at 3 (May 9, 2017,  
25 Agenda for Board of Director’s Meeting, Listing “DISH” as a member of the Board);  
26 Ex. 12 at 1 (minutes from May 9, 2017, meeting, listing “DISH” as a member of the  
27 Board); Ex. 13 (record of attendance for Board Members, listing “DISH”); Ex. 14 at

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1 3 (June 2017 Board meeting Agenda, listing “DISH”); Ex. 15 (similar); Ex. 16 at 3  
2 (similar); Ex. 17 (similar); Ex. 18 at 3 (similar); Ex. 19 (similar); Ex. 20 (similar).

3 74. Pursuant to the MoCA IPR Policy, owners of MoCA-essential patents  
4 must grant RAND licenses “to the extent necessary” for the licensee “to use, make,  
5 have made, offer for sale, sell and import” products compliant with MoCA standards.  
6 MoCA IPR Policy, § 5.1.1. Plainly, as is contemplated by this provision, such a  
7 license must extend not only to whichever corporate entity is a member of MoCA, but  
8 also to related companies whose activities are “necessary” for the licensee to  
9 implement MoCA technologies. Accordingly, as is contemplated by the IPR Policy  
10 itself, entities such as the DISH Defendants are intended beneficiaries of the RAND  
11 promise.

12 **COUNT I:**

13 **(As Against Counter-Defendant Entropic)**

14 **DECLARATORY JUDGMENT THAT DISH CALIFORNIA**  
15 **IS ENTITLED TO LICENSE THE ASSERTED PATENTS FROM**  
16 **ENTROPIC ON RAND TERMS**

17 530.75. Counterclaim Plaintiff Dish CaliforniaDISH incorporates and realleges  
18 the allegations set forth in Affirmative and Additional Defenses and Its Counterclaim  
19 Paragraphs 480-529, 1-74, above, as if set forth fully herein.

20 531.76. Subject to the terms and conditions of the MoCA IPR Policy, Entropic  
21 and/or its predecessors-in-interest, including MaxLinear, made contractual  
22 commitments and are obligated to offer to Dish CaliforniaDISH, and its affiliates,  
23 licenses to its essential patents on RAND terms and conditions if Entropic’s admission  
24 that the Asserted Patents are standard essential patents for at least one version of the  
25 MoCA standard is true. The MoCA IPR Policy states, “each Alliance Party shall offer  
26 to license to the requesting Alliance Party(ies), under the terms of a separate written  
27 agreement, such Alliance Party’s and its Affiliates’ Essential Patent Claims to the

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1 extent necessary to use, make, have made, offer for sale, sell and import Fully  
2 Compliant Products in conformance with or as described in such Approved Draft  
3 Deliverable. Such licenses shall be non-exclusive, non-transferable, non-sub-  
4 licensable, world wide, and on fair, reasonable[,] and nondiscriminatory terms and  
5 conditions (collectively, ‘RAND’) which may include defensive suspension  
6 provisions.” MoCA IPR Policy § 5.1.1.

7 532.77. On information and belief, Entropic and MaxLinear are bound by the  
8 terms of Section 5.1.1 at least through the assignment of the Asserted Patents from  
9 Original Entropic Communications Inc. and MaxLinear under the MoCA IPR Policy,  
10 Section 5.1.2. Section 5.1.2 states: “[a]ny sale, assignment or other transfer by an  
11 Alliance Party or its Affiliates to an unaffiliated third party of an Essential Patent  
12 Claim shall be subject to the terms in this IPR Policy. . . . [A]ny agreement for  
13 transferring or assigning Essential Patent Claims includes a provision that such  
14 transfer or assignment is subject to existing licenses and obligations to license  
15 imposed on the Alliance Party by this Agreement and the Alliance Bylaws.” MoCA  
16 IPR Policy § 5.1.2.

17 78. Original Entropic Communications Inc. was, and MaxLinear is, an  
18 Alliance Party as that term is defined in Section 2 of the MoCA IPR Policy. MoCA  
19 IPR Policy § 2 (“‘Alliance Party(ies)’ means a Participant or a Voting Member.”).  
20 Entropic Communications Inc. hasOriginal Entropic and MaxLinear at least executed  
21 Promoter Member Agreements (or similar agreements), agreeing to the terms of the  
22 IPR Policy, constituting binding contracts.

23 533.79. Original Entropic acknowledged its obligation to comply with the  
24 RAND obligation in the MoCA IPR Policy. In its 2012 Annual Report it stated “[i]n  
25 connection with our membership in MoCA, we are required to license any of our  
26 patent claims that are essential to implement the MoCA specification to other MoCA  
27 members under reasonable and non-discriminatory terms.”

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1       534.80. Entropic admits Entropic Communications Inc. is its predecessor-in-  
2 interest for the Asserted Patents. Compl. ¶ 17.

3       535.81. Although ~~affiliates for Dish California~~DISH Technologies withdrew  
4 from MoCA, ~~Dish California~~DISH Technologies retains its benefits under the MoCA  
5 IPR Policy including the right to a RAND license under § 5.1.1 as an affiliate.  
6 Specifically, subject to certain conditions, the MoCA IPR Policy provides, a former  
7 Alliance Party shall be entitled to request or require any Alliance Party to license such  
8 Alliance Party's Essential Patent Claims under Section 5.1 (RAND Licenses)[.]”  
9 MoCA IPR Policy § 7.2. On information and belief, ~~the Dish California~~  
10 ~~affiliate's~~DISH Technologies withdrawal from MoCA was not “termination by the  
11 Alliance without cause as provided in the Bylaws,” and therefore, ~~Dish~~  
12 California Technologies retains the benefit of Section 7.2 of the MoCA IPR Policy.  
13 These rights are shared with the DISH Defendants as third-party beneficiaries of the  
14 MoCA IPR Policy.

15       536.82. Moreover, Entropic has alleged the Asserted Patents are essential to (i.e.,  
16 would necessarily be infringed by complying with) MoCA specifications. *See*  
17 Complaint at ¶¶ 93, 127, 161, 195, 229, 263, 297, 331, 365, 399, 433, 467. Entropic  
18 has also alleged ~~Dish California's~~DISH's products are “MoCA-compliant” devices.  
19 *See* Complaint at ¶¶ 38-42. Consequently, Section 5.1.1 of the MoCA IPR Policy  
20 requires Entropic to offer ~~Dish California~~DISH licenses to the Asserted Patents on  
21 RAND terms and conditions if Entropic's admission that the Asserted Patents are  
22 standard essential patents for at least one version of the MoCA standard is true.

23       537.83. Despite repeated requests, including requests made in writing, Entropic  
24 has not offered ~~Dish California~~DISH a license to the Asserted Patents on RAND terms  
25 and conditions.

26       538.84. As a result of the acts described in the foregoing paragraphs, there exists  
27 a substantial controversy of sufficient immediacy and reality to warrant the issuance  
28

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1 of a declaratory judgment from this Court confirming Entropic's obligation to license  
2 the Asserted Patents on RAND terms and conditions.

3 **COUNT II:**

4 **(As Against Counter-Defendant Entropic)**

5 **DECLARATORY JUDGMENT TO DETERMINE RAND TERMS FOR**  
**LICENSES TO THE ASSERTED PATENTS**

6  
7 539.85. Counterclaim Plaintiff Dish CaliforniaDISH incorporates and realleges  
8 the allegations set forth in Affirmative and Additional Defenses and its Counterclaim  
9 Paragraphs 480 538,1-84 above, as if set forth fully herein.

10 540.86. As set forth above, by virtue of Entropic Communications Inc.Original  
11 Entropic's and MaxLinear's participation in MoCA, and Original Entropic's and  
12 MaxLinear's execution of Promoter Member Agreements (or similar agreements),  
13 Entropic and MaxLinear areis bound by contractual commitments with MoCA and its  
14 members and affiliates including Dish California.DISH, including the MoCA IPR  
15 Policy.

16 541.87. EveryAs also set forth above, every party using any MoCA technology  
17 is an intended beneficiary of Entropic Communications, Inc.'s.Original Entropic's,  
18 and MaxLinear's voluntary contractual commitments to MoCA including the  
19 commitment to grant licenses on RAND terms to all that make, use, or sell products  
20 supporting the MoCA standards. These voluntary contractual commitments remain  
21 binding on Entropic as the predecessor-in-interest to the patents-in-suit.

22 542.88. As set forth above, Entropic has chosen to engage in litigation, rather  
23 than good faith negotiation to reach agreement on RAND terms and conditions for  
24 Dish CaliforniaDISH to license the Asserted Patents if Entropic's admission that the  
25 Asserted Patents are standard essential patents for at least one version of the MoCA  
26 standard is true.

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1       543.89. Despite repeated requests, including requests made in writing, Entropic  
2 has failed to provide Dish CaliforniaDISH with RAND terms and conditions for a  
3 license to the Asserted Patents.

4       544.90. As a result of the acts described in the foregoing paragraphs, there exists  
5 a substantial controversy of sufficient immediacy and reality to warrant the issuance  
6 of a declaratory judgment to this Court setting RAND terms for any necessary licenses  
7 to the Asserted Patents.

8       **COUNT III: DECLARATORY JUDGMENT THAT THE ASSIGNMENT OF**  
9       **THE ASSERTED PATENTS FROM MAXLINEAR TO ENTROPIC IS VOID**

10       **Counterclaim Plaintiff Dish California COUNT III**

11       **(As Against Counter-Defendant Entropic)**

12       **BREACH OF CONTRACT**

13       545.91. DISH incorporates and realleges the allegations set forth in Affirmative  
14 and Additional Defenses and Its Counterclaim Paragraphs 480 544, above, 1-90 above,  
15 as if set forth fully herein.

16       92. As set forth above, by The MoCA IPR Policy constitutes a valid,  
17 enforceable, and binding contract governed by the laws of California.

18       93. Original Entropic agreed to the terms of the MoCA IPR Policy by virtue  
19 of Entropic Communications Inc. and MaxLinear's participation in MoCA, executing  
20 a Promoter Member agreement (or similar agreement). Moreover, MaxLinear agreed  
21 to the terms of the MoCA IPR Policy at least by virtue of executing a Promoter  
22 Member Agreement and an Associate Agreement (or similar agreements).

23       94. Because both Original Entropic and MaxLinear are bound by contractual  
24 commitments with MoCA predecessors-in-interest to the Asserted Patents, the  
25 promises made by Original Entropic and MaxLinear to comply with the terms of the  
26 MoCA IPR Policy remain binding on Entropic.

27       95. As set forth above (paragraphs 58-63), DISH Technologies has standing  
28 to enforce the MoCA IPR Policy.

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96. As set forth above (paragraphs 64-74), the DISH Defendants are intended third-party beneficiaries of the MoCA IPR Policy and have standing to enforce its members terms.

97. To the extent the MoCA IPR Policy imposes any obligations on DISH, DISH has discharged them. By way of example, DISH made a request, in writing, for a RAND-complaint license offer.

98. Entropic has breached section 5.1.1 of the MoCA IPR Policy. Section 5.1.1 provides that Entropic must “offer to license” its “Essential Patent Claims to the extent necessary to use, make, have made, offer for sale, sell, and affiliates including Dishimport” products complaint with MoCA standards on a “non-exclusive, non-sub-licensable, world wide” basis “on fair, reasonable and nondiscriminatory terms and conditions (collectively, ‘*RAND*’) . . .” Entropic has breached section 5.1.1 at least because it has failed to provide DISH with a *RAND*-compliant license offer.

99. Entropic has also breached section 7.2 of the MoCA IPR Policy. Section 7.2 provides that “terminated Alliance Part[ies] shall be entitled to request or require any Alliance Party to license such Alliance Party’s Essential Patent Claims under Section 5.1 (RAND Licenses), but only to the extent necessary to use, make, have made, offer for sale, sell and import” products complaint with MoCA standards “approved by the Board of Directors prior to such expiration or termination.” To the extent DISH products implement any part of any MoCA Standard, Entropic has breached section 7.2 at least because it has failed to provide DISH with a RAND-compliant license offer.

100. DISH has been harmed by Entropic's breaches of the MoCA IPR Policy. By way of example, DISH is forced to expend considerable sums of money and other resources to defend itself in the present suit—resources that DISH would not have had to expend had Entropic complied with the terms of the MoCA IPR Policy. DISH has also suffered diminution of reputation in the marketplace. DISH is entitled to

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1 recover these damages, as well as any additional relief that may be appropriate or  
2 required to address Entropic's breaches.

3 **COUNT IV**

4 **(As Against Counter-Defendant MaxLinear)**

5 **BREACH OF CONTRACT**

6 101. DISH incorporates and realleges the allegations set forth in Its  
7 Counterclaim Paragraphs 1-100 above, as if set forth fully herein.

8 546.102. The MoCA IPR Policy constitutes a valid, enforceable, and  
9 binding contract governed by the laws of California.

10 103. One of those contractual commitments is Original Entropic agreed to the  
11 terms of the MoCA IPR Policy by virtue of executing a Promoter Member Agreement  
12 (or similar agreement). As Original Entropic was a predecessor-in-interest to the  
13 Asserted Patents, the promises made by Original Entropic to comply with the terms  
14 of the MoCA IPR Policy became binding on MaxLinear when MaxLinear acquired  
15 the Asserted Patents in 2015.

16 104. Moreover, MaxLinear itself agreed to the terms of the MoCA IPR Policy  
17 at least by virtue of executing a Promoter Member Agreement and an Associate  
18 Agreement (or similar agreements).

19 105. As set forth above (paragraphs 58-63), DISH Technologies has standing  
20 to enforce the MoCA IPR policy as a former member of MoCA.

21 106. As set forth above (paragraphs 64-74), the DISH Defendants are  
22 intended third-party beneficiaries of the MoCA IPR Policy and have standing to  
23 enforce its terms.

24 107. To the extent the MoCA IPR Policy imposes any obligations on DISH,  
25 DISH has discharged them. By way of example, DISH made a request, in writing,  
26 for a RAND-compliant license offer.

27 547.108. MaxLinear has breached Section 5.1.2 of the MoCA IPR Policy.  
28 Section 5.1.2 provides that “[a]ny sale, assignment or ~~other~~ transfer by an Alliance

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1 Party or its Affiliates... to an unaffiliated third party of an Essential Patent Claim  
2 shall be subject to the terms in this IPR Policy.....[A]ny” and “any agreement for  
3 transferring or assigning Essential Patent Claims includesinclude a provision that such  
4 transfer or assignment is subject to existing licenses and obligations to license  
5 imposed on the Alliance Party by this Agreement and the Alliance Bylaws.” MoCA  
6 IPR Policy § 5.1.2. ” MaxLinear breached Section 5.1.2 at least because it failed to  
7 transfer the Asserted Patents “subject to the terms” of the IPR Policy, nor did  
8 MaxLinear include any provision in the agreement transferring the Asserted Patents  
9 to Entropic that the transfer was subject to the obligations imposed by the MoCA IPR  
10 Policy.

11 109. MaxLinear has also breached Section 4.1.2 of the MoCA IPR Policy. In  
12 Section 4.1.2, MaxLinear “represent[ed], warrant[ed], and agree[d] that it has not and  
13 will not intentionally transfer or otherwise encumber its patents that reasonably may  
14 contain Essential Patent Claims for the purpose of circumventing the obligation to  
15 grant licenses contained in this IPR Policy.” MaxLinear breached Section 4.1.2 by  
16 transferring the Asserted Patents without requiring Entropic to agree to license the  
17 Asserted Patents on RAND terms and (as described more fully below) by attempting  
18 to intentionally circumvent the RAND promise.

19 110. DISH has been harmed by MaxLinear’s breach of the MoCA IPR Policy.  
20 By way of example, DISH is forced to expend considerable sums of money and other  
21 resources to defend itself in the present suit—resources that would not have had to  
22 expend had MaxLinear complied with the terms of the MoCA IPR Policy. DISH has  
23 also suffered diminution of reputation in the marketplace. DISH is entitled to recover  
24 these damages, as well as any additional relief that may be appropriate or required to  
25 address MaxLinear’s breach.

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## COUNT V

## **(As Against Counter-Defendant MaxLinear)**

## **FRAUD AND NEGLIGENT MISREPRESENTATION**

548. As set forth above, Entropic Communications Inc. was, and MaxLinear is, an Alliance Party who transferred the Asserted Patents to Entropic, and therefore, Entropic and MaxLinear should be bound by the MoCA IPR Policy under MoCA IPR Policy § 5.1.2.

111. On information and belief, the assignments of the Asserted Patents from Entropic Communications Inc. directly or indirectly via MaxLinear to Entropic do not contain “DISH incorporates and realleges the allegations set forth in its Counterclaim Paragraphs 1-110 above, as if set forth fully herein.

112. On information and belief and as set forth above, MaxLinear represented to the members of MoCA, their affiliates, and potential implementors of MoCA standards—including DISH—that it would license the Asserted Patents under RAND terms and conditions and ensure any future owners of the Asserted Patents would be obligated to offer licenses under RAND terms and conditions. On information and belief, such statements were made to induce companies such as DISH to adopt and incorporate MoCA standards into their businesses, thus locking the companies into MoCA technologies.

113. On information and belief, MaxLinear's representations that it would license the Asserted Patents on RAND terms were false at the time MaxLinear made them. At minimum, on information and belief, these representations were false and made by MaxLinear without any reasonable grounds for the truth of the representation.

114. That MaxLinear knew that its representations were false, or at least lacked reasonable grounds for believing them true, is evidenced by MaxLinear's behavior after its acquisition of Original Entropic

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1       115. Prior to MaxLinear's acquisition, Original Entropic had made specific  
2 statements in its Annual Reports affirming its obligation to license the Asserted  
3 Patents on RAND Terms. In its 2012 Annual Report, for example, Original Entropic  
4 stated “[i]n connection with our membership in MoCA, we are required to license any  
5 of our patent claims that are essential to implement the MoCA specification to other  
6 MoCA members under reasonable and non-discriminatory terms.”

7       116. On information and belief, MaxLinear knew of Original Entropic's  
8 statements prior to acquiring Original Entropic. Moreover, on information and belief,  
9 including at least because of MaxLinear's own participation in MoCA, MaxLinear  
10 was aware of the MoCA IPR Policy and its obligations. However, in its own Annual  
11 Report in 2015, MaxLinear touted its acquisition of Original Entropic and the MoCA  
12 patents without disclosing encumbrances on those patents.

13       117. That MaxLinear knew that its representations were false, or at least  
14 lacked reasonable grounds for believing them true, is further evidenced by  
15 MaxLinear's transfer of the Asserted Patents to Entropic.

16       549.118. As discussed above, Section 5.1.2 of the MoCA IPR Policy  
17 requires that “any agreement for transferring or assigning Essential Patent Claims  
18 include a provision that such transfer or assignment is subject to existing licenses and  
19 obligations to license imposed on the Alliance Party” as the MoCA IPR Policy  
20 requires. MoCA IPR Policy § 5.1.2. Moreover, as set forth above, Entropic's failure  
21 to offer a license to the Asserted Patents on RAND terms and conditions to Dish  
22 California reflects Entropic's belief that it is under no obligation to do so by this  
23 Agreement and the Alliance Bylaws.” MaxLinear not only failed to include such a  
24 provision, but also represented that the Asserted Patents were not encumbered by a  
25 RAND obligation. More specifically, MaxLinear warranted that the only known  
26 encumbrances on the Asserted Patents were two license agreements unrelated to the  
27 MoCA IPR Policy.

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1       119. That MaxLinear knew that its representations were false, or at least  
2 lacked reasonable grounds for believing them true, is further evidenced by Entropic's  
3 failure to offer DISH a license to the Asserted Patents under RAND terms, despite  
4 repeated requests by DISH. [REDACTED]

5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]

10     120. DISH reasonably relied on the representations of MoCA participants,  
11 such as and including MaxLinear, that such participants in standard setting would  
12 honor their commitments under the MoCA IPR Policy when deciding what  
13 technologies to utilize in its business.

14     121. DISH has been harmed by MaxLinear's fraudulent or negligently-false  
15 representations, at least because the significant cost of the instant litigation may have  
16 been avoided if Entropic offered DISH a license to the Asserted Patents under RAND  
17 terms and conditions. DISH's reliance on MaxLinear's representations is a  
18 substantial factor in causing this harm because, absent a representation to license on  
19 RAND terms, DISH may have elected to use different technology.

20     122. Due to MaxLinear's fraud and negligent misrepresentations, DISH has  
21 suffered damages in the form of costs and expenses associated with litigation and  
22 diminution of reputation in the marketplace. DISH is entitled to recover these  
23 damages, as well as any additional relief that may be appropriate or required to  
24 address Entropic's and MaxLinear's tortious conduct.

25     550. COUNT VI Every party using technology contained within the MoCA  
26 standards is an intended beneficiary of Entropic Communications, Inc.'s, Entropic's,  
27 and MaxLinear's voluntary contractual commitments to MoCA, including the  
28 commitment to grant licenses on RAND terms to all that make, use, or sell products

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1 supporting the MoCA standards as well as to include provisions binding future  
2 assignees to the same commitment.

3 As a result of the acts described in the foregoing paragraphs, there exists  
4 a substantial controversy of sufficient immediacy and reality to warrant the issuance  
5 of a declaratory judgment voiding the assignment of the patents to Entropic.

6 **COUNT IV: BREACH OF MAXLINEAR'S AND ENTROPIC'S RAND**  
7 **CONTRACTUAL COMMITMENT**

8 **Counterclaim Plaintiff Dish California**

9 **(As Against Counter-Defendants Entropic and MaxLinear)**

10 **FRAUD ARISING FROM A CIVIL CONSPIRACY**

11 123. DISH incorporates and realleges the allegations set forth in its  
12 Counterclaim Paragraphs 1-122 above, as if set forth fully herein.

13 124. On information and belief, both Entropic and MaxLinear conspired to  
14 commit fraud and negligent misrepresentation to avoid having to license the Asserted  
15 Patents on RAND terms in violation of the MoCA IPR Policy. On information and  
16 belief, the purpose of this conspiracy was to launder the Asserted Patents, thus  
17 “washing” them of the RAND encumbrances set forth in the MoCA IPR Policy.

18 125. As discussed above (paragraphs 111-122), MaxLinear made fraudulent  
19 and/or negligently false representations that it would license patents essential to the  
20 practice of MoCA standards on RAND terms.

21 126. On information and belief, MaxLinear transferred ownership of the  
22 Asserted Patents to Entropic to further its fraudulent scheme. On information and  
23 belief, the other aim of the transfer of ownership of the Asserted Patents was to breach  
24 the MoCA IPR Policy.

25 127. On information and belief, the Conspirators had actual knowledge of the  
26 planned tort of inducing breach of contract, fraud, and/or negligent misrepresentation  
27 and concurred in the tortious scheme with knowledge of its unlawful  
28 purpose. Affirmative and On information and belief, the Conspirators agreed and

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1 intended that breach of contract, fraud, and/or negligent misrepresentation be  
2 furthered and/or committed.

3 128. The intent of the Conspirators can be inferred by the knowledge each had  
4 regarding the nature of the Asserted Patents (for example, MaxLinear's statements in  
5 its Annual Reports regarding the patent portfolio it acquired from Original Entropic  
6 and Entropic's allegations of infringement arising from the alleged use of MoCA  
7 standards); and from the knowledge each had (or should have had) regarding MoCA's  
8 IPR policies. In other words, despite apparently believing that the Asserted Patents  
9 were essential to the practice of MoCA standards, the Conspirators attempted to  
10 "wash" the patents of any RAND obligations by transferring them to Entropic without  
11 any indication of the RAND encumbrances.

12 552.129. Additional Defenses and Counterclaim Paragraphs 480-551,  
13 above, as if set forth fully herein. intent of the Conspirators can be inferred by the  
14 financial relationship between them. By way of example, despite transferring  
15 ownership of the Asserted Patents to Entropic, MaxLinear has a significant financial  
16 stake in the outcome of Entropic's litigation and licensing efforts. Yet, rather than  
17 pursuing licensing itself, MaxLinear elected to transfer ownership of the Asserted  
18 Patents to another entity whose only purpose is to bring lawsuits with at least the  
19 purpose of financial gain. This transfer allowed MaxLinear to avoid the expense of  
20 litigation, while burdening DISH with the costs of this lawsuit.

21 553. Dish CaliforniaDISH has been harmed by virtue of its affiliation with  
22 EchoStar, a founding member of MoCA in 2004, Dish California is a beneficiary of  
23 the MoCA IPR Policy.

24 554. For the reasons stated above, on information and belief, Entropic  
25 andconspiracy between MaxLinear are bound by the MoCA IPR Policy.

26 555. Under the MoCA IPR Policy, on information and belief, Entropic and  
27 MaxLinear were contractually obligated to offer Dish California such a license on  
28 RAND terms and conditions upon receipt of such a request rather than file or maintain

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1 a lawsuit if Entropic's admission that the Asserted Patents are standard essential  
2 patents for and Entropic, at least one version of the MoCA standard is true.

3 556. Without making a RAND licensing offer to Dish California, Entropic  
4 filed this lawsuit against Dish California on February 10, 2023, alleging that Dish  
5 California infringes twelve patents that Entropic alleges are essential to at least one  
6 MoCA standard.

7 557.130. Entropic's filing because the significant cost of the instant lawsuit  
8 and attempt to recoup damages litigation may have been avoided if Entropic offered  
9 DISH a license to the Asserted Patents under 35 U.S.C. §§ 284 and 285, without  
10 offering to license the Asserted Patents to Dish California on RAND terms and  
11 conditions, is a material breach of the MoCA IPR Policy.

12 558.131. Due to Entropic's the conspiracy between Entropic and  
13 MaxLinear's breach of the MoCA IPR Policy, Dish California MaxLinear, DISH has  
14 suffered damages in the form of costs and expenses associated with litigation and  
15 diminution of reputation in the marketplace. DISH is entitled to recover these  
16 damages, as well as any additional relief that may be appropriate or required to  
17 address Entropic's and MaxLinear's tortious conduct.

18 ==  
19 **COUNT VII** Dish California is entitled to recover these damages, as well as any  
20 additional relief that may be appropriate or required to address Entropic's and  
21 MaxLinear's breaches.

22 (As Against Counter-Defendant MaxLinear)

23 **QUASI-CONTRACT FOR RESTITUTION / UNJUST ENRICHMENT**

24 559. DISH

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**1 COUNT V: MAXLINEAR'S AND ENTROPIC'S FRAUD AND NEGLIGENT**  
**2 MISREPRESENTATION**

3 560.132. Counterclaim Plaintiff Dish California incorporates and realleges  
4 the allegations set forth in Affirmative and Additional Defenses and its Counterclaim  
5 Paragraphs 480-559, 1-131, above, as if set forth fully herein.

6 561. On information and belief and as set forth above, Entropic  
7 Communications Inc. and MaxLinear represented to the members of MoCA and their  
8 affiliates including Dish California that they would license the Asserted Patents  
9 under RAND terms and conditions and ensure any future owners of the Asserted  
10 Patents would be obligated to offer licenses under RAND terms and conditions.

11 562.133. Entropic Communications Inc.'s and MaxLinear's representations  
12 to that effect were false as shown by Entropic's failure to offer Dish California a  
13 license to the Asserted Patents under RAND terms. MaxLinear has received  
14 significant benefits from its participation in MoCA. On information and belief,  
15 Entropic Communications Inc. and MaxLinear knew their representations were false  
16 at the time such representations were made or such representations were made  
17 recklessly and without regard these benefits include (for the truth of such  
18 representations. On information and belief, Entropic Communications Inc. and  
19 MaxLinear had no reasonable grounds for believing the representation was true when  
20 it was made. example) substantial sales of its MoCA-compatible products as well as  
21 reputational benefits such as its claim to be a pioneer in the development of MoCA  
22 technology.<sup>19</sup>

23 134. On information and belief, the benefits received by MaxLinear were at  
24 DISH's expense.

25  
26 <sup>19</sup> "MaxLinear to Acquire Entropic, Reaffirms its Fourth Quarter 2014 Guidance and  
27 Provides Outlook for the First Quarter 2015," available at  
28 https://www.maxlinear.com/news/press-releases/2015/maxlinear-to-acquire-  
entropic,-reaffirms-its-fourth (last visited January 10, 2023).

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1       135. For example, as acknowledged by Original Entropic Communications  
2 ~~Inc. made this representation intending Dish California, there existed many possible~~  
3 ~~technologies that could have been adopted at the time MoCA was being developed~~  
4 ~~and pursued. As Original Entropic acknowledged in its December 31, 2014, Form~~  
5 10-K SEC filing:

6       With regard to Connectivity solutions, some service providers,  
7 ODMs and OEMs have adopted, and others may adopt,  
8 multimedia content delivery solutions that rely on the  
9 representation, and Dish California, in fact, relied on this  
10 representation as shown by its affiliation with a MoCA member  
11 and incorporation of certain technologies other than the MoCA  
12 standard or may choose to wait for the introduction of products  
13 and technologies that serve as a replacement or substitute for, or  
14 represent an improvement over, MoCA-based solutions. The  
15 alternative technology in solutions which compete with MoCA-  
16 based solutions include Ethernet, HomePNA, HomePlug AV  
17 and Wi-Fi. It is critical to our success that additional service  
18 providers, including telecommunications carriers, digital  
19 broadcast satellite service providers and cable operators, adopt  
20 the MoCA standard for home networking and deploy MoCA  
21 solutions to their customers. If the market for MoCA-based  
22 solutions does not continue to develop or develops more slowly  
23 than we expect, or if we make errors in predicting adoption and  
24 deployment rates for these solutions, our revenues may be  
25 significantly adversely affected. Our operating results may also  
26 be adversely affected by any delays in consumer upgrade to HD  
27 services, delays in consumer adoption of OTT services, or if the

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1                   market for OTT services develops more slowly than we  
2                   expect.<sup>20</sup>

3                   563.136. To induce the wide adoption of MoCA standards, including by  
4                   DISH, MaxLinear and the other MoCA members asserted they would agree to license  
5                   essential patents on RAND terms. In reliance on that assurance, DISH made  
6                   considerable expenditures that enriched MaxLinear to adopt MoCA technology into  
7                   its products.business.

8                   564. Entropic Communications Inc.'s representation harmed Dish California  
9                   at least due to the significant cost of the instant litigation which may have been  
10                   avoided if Entropic offered Dish California a license to the Asserted Patents under  
11                   RAND terms and conditions.

12                   137. On information and belief, Entropic is the successor to Entropic  
13                   Communications Inc. and The benefits MaxLinear such that recognition of the fiction  
14                   of separate corporate existence would foster an injustice and that Entropic may be  
15                   deemed liable for the obligations of Entropic Communications Inc. and received were  
16                   obtained as a result of its false, misleading and/or mistaken representations and  
17                   requests. As discussed above (paragraphs 111-122) MaxLinear made false  
18                   representations, including misrepresenting to the public it would license essential  
19                   patents on RAND terms.

20                   138. These actions created, at minimum, a quasi-contract that MaxLinear has  
21                   now breached by retaining the benefits conferred unjustly. Equity and good  
22                   conscience accordingly demands that MaxLinear disgorge and provide restitution of  
23                   any and all monies and profits from MaxLinear's unjust enrichment.

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25  
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27                   

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<sup>20</sup>

28                   <https://www.sec.gov/Archives/edgar/data/1227930/000122793015000006/entr2014123110-k.htm>

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## COUNT VIII

## (As Against Counter-Defendants MaxLinear and Entropic)

## COMBINATION IN RESTRAINT OF TRADE

139. DISH incorporates and realleges the allegations set forth in its Counterclaim Paragraphs 1-138, above, as if set forth fully herein.

140. Section 1 of the Sherman Act makes unlawful “[e]very contract, combination in the form of trust or otherwise, or conspiracy, in restraint of trade or commerce among the several States, or with foreign nations.” 15 U.S.C. § 1. As the Ninth Circuit has articulated, “[t]o state a claim under Section 1 of the Sherman Act,” a plaintiff must plead facts that at least one purpose of the assignment of would prove “(1) a contract, combination or conspiracy amongst two or more persons or distinct business entities; (2) by which the persons intended to harm or restrain trade or commerce among the several states, or with foreign nations; and (3) which actually injures competition.” *Kendall v. Visa U.S.A., Inc.*, 518 F.3d 1042, 1047 (9th Cir. 2008).

141. There is a market in the United States for home networking. Home networking devices might consist of, for example, routers or other devices that allow users to connect laptops and phones to the Internet. MoCA standards provide one way that users might connect various devices to the Internet at home through the use of coaxial cables that may already exist in their home.

142. There is also a market in the United States for home television services. Home television services may comprise the delivery of television channels through a wired cable connection to a user's home, through the use of satellites and satellite dishes, or over the Internet.

143. Consumers will pay more for more reliable and faster home networking, and more reliable television service. For example, makers of home networking equipment routinely tout the speed that their devices will allow consumers to use: and

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1 home television providers tout the reliability and ease-of-setup for home television  
2 services.

3 565.144. As discussed above, MaxLinear executed a Patent Purchase  
4 Agreement with Entropic that transferred ownership of the Asserted Patents. As also  
5 discussed above (see paragraphs 124-131) MaxLinear and Entropic entered into this  
6 agreement in an attempt to “wash” the Asserted Patents ~~was for escaping the~~  
7 obligations to offer a ~~of any obligation to~~ license ~~under~~ RAND terms—, despite  
8 each’s obligation to do so pursuant to the MoCA IPR Policy.

9 145. Due to As courts have explained, when a subsequent purchase of RAND-  
10 committed patents attempts to “reject[] FRAND,” the patent owner becomes “an  
11 unconstrained an unlawful monopolist in violation of the antitrust laws.” *HTC Corp.*  
12 v. IPCOM GmbH & Co., KG, No. CV 08-1897 (RMC), 2010 WL 11719073, at \*6  
13 (D.D.C. Nov. 5, 2010). Accordingly, because (on information and belief), a purpose  
14 of the Patent Purchase Agreement was to avoid a RAND obligation, the intent of  
15 Entropic and MaxLinear was to engage in monopolistic behavior and unreasonably  
16 harm competition in the market for home networking and home television services.  
17 More specifically, on information and belief, Entropic and MaxLinear attempted to  
18 “wash” the asserted patents of RAND-obligations in order to charge exorbitantly-high  
19 licensing fees (such as the \$1 billion dollar demand made by Entropic)—thus driving  
20 up the cost of home networking and home television services for end users.

21 146. Competition in the relevant markets has been injured as a result of  
22 Entropic’s and MaxLinear’s behavior. By way of example, MaxLinear’s and  
23 Entropic’s behavior forces the providers of home television services to engage in  
24 expensive litigation (rather than negotiate a RAND license)—costs that must  
25 eventually be passed on to end-users. Moreover, if Entropic gets its demand for \$1  
26 billion, those costs must also be additionally passed on to end-users of home television  
27 services, further driving up the costs. These additional costs reduce or eliminate the  
28 potential price benefit to consumer that MoCA based networking provides as

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1 compared to competing technologies, such as recent generations of WiFi based  
2 products. Meanwhile, MaxLinear is able to charge a higher rate for its own MoCA  
3 compatible products due to the artificial inflation of market prices.

4 566.147. As a direct and proximate result of Entropic's and MaxLinear's  
5 fraud and negligent misrepresentations, Dish Californiaunlawful restraint of trade,  
6 DISH has been harmed in an amount to be established at trial. DISH has suffered  
7 damages in the form of costs and expenses associated with litigation and diminution  
8 of reputation in the marketplace. DISH is entitled to recover these damages, as well  
9 as any additional relief that may be appropriate or required to address Entropic's and  
10 MaxLinear's illegal conduct.

11

12 **COUNT IX**

13 **(As Against Counter-Defendants MaxLinear and Entropic By Dish California)**

14 **VIOLATION OF THE CARTWRIGHT ACT**

15 148. DISH incorporates and realleges the allegations set forth in its  
16 Counterclaim Paragraphs 1-147, above, as if set forth fully herein.

17 149. The California Cartwright Act prohibits "trusts," which are defined as  
18 combinations of capital, skill, or acts by two or more persons to, inter alia, create or  
19 carry out restrictions in trade or commerce. See California Bus. & Prof. Code § 16720.  
20 This statute is the California counterpart to section 1 of the Sherman Antitrust Act,  
21 and California courts have looked to federal law when interpreting the provisions of  
22 this act. Thus, like section 1 of the Sherman Act, the Cartwright Act "prohibits  
23 combinations in unreasonable restraint of trade." *Marsh v. Anesthesia Servs. Med.*  
24 *Grp., Inc.*, 200 Cal. App. 4<sup>th</sup> 480, 493 (2011).

25 150. As discussed above, there is a market in the United States for both home  
26 networking and for home television service. These markets also exist in California.

27 151. Dish California participates in the market for home television service in  
28 California.

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1       152. As discussed above, MaxLinear executed a Patent Purchase Agreement  
2 with Entropic that transferred ownership of the Asserted Patents. As also discussed  
3 above (see paragraphs 123-131) MaxLinear and Entropic entered into this agreement  
4 in an attempt to “wash” the Asserted Patents of any obligation to license on RAND  
5 terms, despite each’s obligation to do so pursuant to the MoCA IPR Policy.

6       153. As courts have explained, when a subsequent purchase of RAND-  
7 committed patents attempts to “reject[] FRAND,” the patent owner becomes “an  
8 unconstrained an unlawful monopolist in violation of the antitrust laws.” *HTC Corp.*  
9 *v. IPCOM GmbH & Co., KG*, No. CV 08-1897 (RMC), 2010 WL 11719073, at \*6  
10 (D.D.C. Nov. 5, 2010). Accordingly, because (on information and belief), the purpose  
11 of the Patent Purchase Agreement was to avoid a RAND obligation, the intent of  
12 Entropic and MaxLinear was to engage in monopolistic behavior and unreasonably  
13 harm competition in the market for home networking and home television services.  
14 More specifically, on information and belief, Entropic and MaxLinear attempted to  
15 “wash” the asserted patents of RAND-obligations in order to charge exorbitantly-high  
16 licensing fees (such as the \$1 billion dollar demand made by Entropic)—thus driving  
17 up the cost of home networking and home television services for end users.

18       154. Competition in the relevant markets has been injured as a result of  
19 Entropic’s and MaxLinear’s behavior. By way of example, MaxLinear’s and  
20 Entropic’s behavior forces the providers of home television services to engage in  
21 expensive litigation (rather than negotiate a RAND license)—costs that must  
22 eventually be passed on to end-users. Moreover, if Entropic gets its demand for \$1  
23 billion, those costs must also be additionally passed on to end-users of home television  
24 services, further driving up the costs. These additional costs reduce or eliminate the  
25 potential price benefit to consumers that MoCA based networking provides as  
26 compared to competing technologies, such as recent generations of WiFi based  
27 products. Meanwhile, MaxLinear is able to charge a higher rate for its own MoCA  
28 compatible products due to the artificial inflation of market prices.

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1       567.155.   As a direct and proximate result of Entropic's and MaxLinear's  
2       unlawful restraint of trade, Dish California has been harmed in an amount to be  
3       established at trial. Dish California has suffered damages in the form of costs and  
4       expenses associated with litigation and diminution of reputation in the marketplace.  
5       Dish California is entitled to recover these damages, as well as any additional relief  
6       that may be appropriate or required to address Entropic's and MaxLinear's  
7       tortiousillegal conduct.

8       **COUNT VI: CIVIL CONSPIRACY BETWEEN AND AMONG MAXLINEAR**  
9       **AND ENTROPIC**

10      568.   Counterclaim Plaintiff Dish California incorporates and realleges the  
11       allegations set forth in Affirmative and Additional Defenses and Counterclaim  
12       Paragraphs 480 567, above, as if set forth fully herein.

13      569.   On information and belief, Dish California was harmed by a conspiracy  
14       between and among Entropic, MaxLinear, Entropic Communications Inc., Exar  
15       Corporation, Excalibur Acquisition Corporation, Excalibur Subsidiary, LLC, and any  
16       other predecessors in interest to the Asserted Patents (collectively, "Conspirators")  
17       for inducing breach of contract, fraud, and/or negligent misrepresentation.

18      570.   On information and belief, the Conspirators had actual knowledge of the  
19       planned tort of inducing breach of contract, fraud, and/or negligent misrepresentation  
20       and concurred in the tortious scheme with knowledge of its unlawful purpose.

21       For the reasons set forth above, (a) a valid contract between the Entropic  
22       Communications Inc. and the members of MoCA and their affiliates  
23       including Dish California existed, (b) Entropic and the Conspirators had  
24       knowledge of this contract; (c) the Conspirators committed intentional acts  
25       designed to induce a breach or disruption of the contractual relationship by  
26       failing to offer Dish California a license to the Asserted Patents under RAND  
27       terms and conditions and failure to require assignments of the Asserted Patents  
28       to include a provision under MoCA IPR Policy § 5.1.2; (d) actual breach or

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1 disruption of the contractual relationship occurred through Entropic's failure  
2 to offer Dish California a license to the Asserted Patents under RAND terms  
3 and conditions and failure to include a provision under MoCA IPR Policy §  
4 5.1.2; and (e) damages to Dish California have occurred at least through the  
5 expense of fees and costs of this litigation and reputational harm. COUNT X

6 (As Against Counter-Defendants MaxLinear and Entropic)

7 **PATENT MISUSE**

8 571. DISH

9 **COUNT VII: DECLARATORY JUDGMENT THAT THE ASSERTED**  
10 **PATENTS ARE UNENFORCEABLE AGAINST DISH CALIFORNIA**

11 572.156. Counterclaim Plaintiff Dish California incorporates and realleges  
12 the allegations set forth in Affirmative and Additional Defenses and its Counterclaim  
13 Paragraphs 480 571,1 155, above, as if set forth fully herein.

14 157. The Asserted Patents are unenforceable against Dish California because  
15 of estoppel, laches, waiver, unclean hands, federal Patent Laws make it unlawful for  
16 the owner of a patent exhaustion, implied license, and/or other equitable doctrines. to  
17 attempt to extent the monopoly right granted by a patent beyond its appropriate  
18 bounds. A finding of Patent Misuse renders a patent unenforceable.

19 573.158. MaxLinear and Entropic Communications, Inc., have engaged in  
20 Patent Misuse by, inter alia, attempting to "wash" the Asserted Patents of RAND  
21 encumbrances. As discussed previously, Entropic and MaxLinear engaged in  
22 standards setting misconduct, including without limitation Entropic's breach of its  
23 commitments to license any essential patents on RAND terms rendering devised a  
24 scheme to transfer the Asserted Patents unenforceable if Entropic's admission from  
25 MaxLinear to Entropic without including any indication that the Asserted Patents are  
26 standard essential patents for at least one version of were encumbered by the RAND  
27 obligations imposed by the MoCA standard is true. IPR Policy.

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1       574. ~~As set forth above, Entropic has chosen to engage in litigation rather than~~  
2 ~~good faith negotiation to reach agreement on RAND terms and conditions for Dish~~  
3 ~~California to license the Asserted Patents.~~

4       575. ~~Entropic has failed to provide Dish California with RAND terms and~~  
5 ~~conditions for a license to the Asserted Patents.~~

6       576. ~~As a result of the acts described in the foregoing paragraphs, there exists~~  
7 ~~a substantial controversy of sufficient immediacy and reality to warrant the issuance~~  
8 ~~of a declaratory judgment to this Court holding the Asserted Patents are unenforceable~~  
9 ~~against Dish California.~~

10       159. As a direct and proximate result of Entropic's and MaxLinear's misuse  
11 of the Asserted Patents, DISH has been harmed in an amount to be established at trial.  
12 DISH has suffered damages in the form of costs and expenses associated with  
13 litigation and diminution of reputation in the marketplace. DISH is entitled to recover  
14 these damages, as well as any additional relief that may be appropriate or required to  
15 address Entropic's and MaxLinear's illegal conduct.

16

17       **COUNT XI**

18       **(As Against Counter-Defendants MaxLinear and Entropic)**

19       **VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE**

20       160. DISH incorporates and realleges the allegations set forth in its  
21 Counterclaim Paragraphs 1-159 above, as if set forth fully herein.

22       161. The California Business & Professions Code, section 17200 et seq. make  
23 it unlawful for any person to engage in unfair competition, which includes "any  
24 unlawful, unfair or fraudulent business act or practice." "The 'unlawful' practices  
25 prohibited by section 17200 are any practices forbidden by law, be it civil or criminal,  
26 federal, state, or municipal, statutory, regulatory, or court-made. It is not necessary  
27 that the predicate law provide for private civil enforcement." *Watson Labs., Inc. v.*  
28 *Rhone-Poulenc Rorer, Inc.*, 178 F. Supp. 2d 1099, 1120 (C.D. Cal. 2001).

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1       162. As discussed above, Entropic and MaxLinear have engaged in actions  
2 made unlawful under at least Section of the Sherman Act, the Cartwright Act, and  
3 under the Patent Laws of the United States, by engaging in an assignment of the  
4 Asserted Patents in an attempt to “wash” them of RAND encumbrances.

5       163. As a direct and proximate result of Entropic’s and MaxLinear’s unlawful  
6 behavior, DISH has been harmed in an amount to be established at trial. DISH has  
7 suffered damages in the form of costs and expenses associated with litigation and  
8 diminution of reputation in the marketplace. DISH is entitled to recover these  
9 damages, as well as any additional relief that may be appropriate or required to  
10 address Entropic’s and MaxLinear’s illegal conduct.

11

12       **DEMAND FOR JURY TRIAL**

13       577.164. Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Dish  
14 CaliforniaDISH demands a trial by jury on all issues so triable.

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**PRAYER FOR RELIEF**

1 WHEREFORE, Dish CaliforniaDISH prays that:

2

3 A. Entropic take nothing by way of its Complaint and the same be dismissed  
4 with prejudice;

5 B. All damages, costs, expenses, attorneys' fees, or other relief sought by  
6 Entropic be denied;

7 C. Judgment be entered that each asserted claim of Entropic's Asserted Patents  
8 is invalid and/or unenforceable;

9 D. Judgment be entered that each of the asserted Entropic U.S. patents declared  
10 by it to be essential to the MoCA Standards is unenforceable;

11 E. Judgment be entered establishing that Dish CaliforniaDISH is entitled to  
12 any necessary license to Entropic's Asserted Patents on RAND terms;

13 F. Judgment be entered establishing the terms of any necessary RAND license  
14 to the Entropic's Asserted Patents;

15 G. Judgment be entered voiding any assignment of Entropic's Asserted Patents  
16 to Entropic;

17 H. The Court grant injunctive relief and/or specific performance of the MoCA  
18 IPR Policy requiring that Entropic make available to Dish CaliforniaDISH  
19 a license to the Asserted Patents on RAND terms;

20 I. Judgment be entered that Entropic has breached its RAND contractual  
21 commitment;

22 J. Judgment be entered that Dish CaliforniaMaxLinear has breached the  
23 MoCA IPR Policy;

24 K. Judgement that Entropic and MaxLinear have engaged in unlawful  
25 monopolistic behavior in violation of federal and California anti-trust laws;

26 L. Judgment that Entropic and MaxLinear have engaged in conduct made  
27 unlawful by section 17200 of the California Business & Professional Code;

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1           J.M. Judgment be entered that DISH has not infringed, contributed to the  
2           infringement of, or induced others to infringe, either directly or indirectly,  
3           any valid or enforceable claims of Entropic's Asserted Patents, willfully or  
4           otherwise;

5           K.N. Judgment be entered awarding Dish CaliforniaDISH damages and pre-  
6           judgment and post-judgment interest for Entropic's breaches of its RAND  
7           obligations on Entropic's Asserted Patents;

8           L.O. Judgment be entered awarding Dish CaliforniaDISH damages and pre-  
9           judgment and post-judgment interest for Entropic's and MaxLinear's  
10           breaches of its RAND obligations on Entropic's Asserted Patents;

11           M.P. Judgment be entered as the Court finds necessary to redress injury to  
12           Dish CaliforniaDISH including, but not limited to, disgorgement of ill-  
13           gotten monies from Entropic and MaxLinear's for their breaches of RAND  
14           obligations;

15           N.Q. Judgment be entered for Dish CaliforniaDISH for recovery for  
16           Entropic's fraud, negligent misrepresentation, as well as any additional  
17           relief that may be appropriate or required to address Entropic's tortious  
18           conduct;

19           O.R. Judgment be entered for Dish CaliforniaDISH for recovery for  
20           MaxLinear's fraud, negligent misrepresentation, as well as any additional  
21           relief that may be appropriate or required to address MaxLinear's tortious  
22           conduct;

23           P.S. Judgment be entered holding for DISH for Entropic and MaxLinear liable  
24           for MaxLinear's conspiracy to commit fraud, as well as any additional relief  
25           that may be appropriate to address the tortious conduct of Entropic  
26           Communications Inc., MaxLinear Communications LLC, MaxLinear Inc.,  
27           Exar Corporation, Excalibur Acquisition Corporation, and Excalibur  
28           Subsidiary, LLC; conspiracy;

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1       Q.T. Judgment be entered that the Asserted Patents are Unenforceable Against  
2       Dish California;DISH;

3       R.U. Judgment be entered finding that this is an exceptional case under 35  
4       U.S.C. § 285;

5       S.V. The Court grant Dish CaliforniaDISH all reasonable attorneys' fees,  
6       experts' fees, and costs; and

7       T. The Court grant Dish CaliforniaDISH such further relief as the Court deems  
8       proper and just.

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1 Dated: January 31, 2024

FISH & RICHARDSON P.C.

2 By: /s/ Christopher S. Marchese  
3 Oliver J. Richards

4 Oliver Richards (SBN 310972)  
5 orichards@fr.com  
6 John-Paul Fryckman (SBN 317591)  
7 fryckman@fr.com  
8 Fish & Richardson P.C.  
9 12860 El Camino Real, Suite 400  
10 San Diego, CA 92130  
11 Tel: (858) 678-5070

12 Christopher S. Marchese (SBN 170239)  
13 marchese@fr.com

14 Tyler R. Train (SBN 318998)  
15 train@fr.com

16 633 West Fifth Street, 26th Floor  
17 Los Angeles, CA 90071  
18 Tel: (213) 533-4240

19 Adam R. Shartzer (*pro hac vice*)  
20 shartzer@fr.com

21 Ruffin B. Cordell (*pro hac vice*)  
22 cordell@fr.com

23 Richard A. Sterba (*pro hac vice*)  
24 sterba@fr.com

25 Ralph A. Phillips (*pro hac vice*)  
26 rphillips@fr.com  
27 shartzer@fr.com

28 Michael J. Ballanco (*pro hac vice*)  
29 ballanco@fr.com

30 Taylor C. Burgener (SBN 348769)  
31 burgener@fr.com  
32 FISH & RICHARDSON P.C.  
33 1000 Maine Ave., SW, Suite 1000  
34 Washington, DC 20024  
35 Tel: (202) 783-5070

36 David M. Barkan (SBN 160825)  
37 barkan@fr.com

38 FISH & RICHARDSON P.C.  
39 500 Arguello Street, Suite 400  
40 Redwood City, CA 94063  
41 Tel: (650) 839-5070

**REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL**

1 Ashley A. Bolt (*pro hac vice*)  
2 bolt@fr.com  
3 FISH & RICHARDSON P.C.  
4 1180 Peachtree Street NE, 21<sup>st</sup> Floor  
Atlanta, GA 30309  
Tel: (404) 892-5005

5 [Aaron P. Pirouznia \(\*pro hac vice\*\)](#)  
6 [pirouznia@fr.com](#)  
7 [FISH & RICHARDSON P.C.](#)  
8 [1717 Main Street, Suite 5000](#)  
9 [Dallas, TX 75201](#)  
10 [Tel: \(214\) 292-4073](#)  
11 [Fax: \(214\) 747-2091](#)  
12 ~~John Paul Fryekman (SBN 317591)~~  
~~fryekman@fr.com~~  
~~Fish & Richardson P.C.~~  
~~12860 El Camino Real, Suite 400~~  
~~San Diego, CA 92130~~  
~~Tel: (858) 678-5070~~

13 Attorneys for Defendant  
14 DISH Network Corporation; DISH  
15 Network L.L.C.; Dish Network Service  
16 L.L.C., Dish Network California Service  
17 Corp., and DISH Technologies L.L.C..